

MI7000003909

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

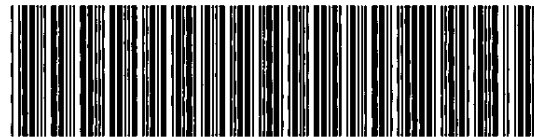
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TALLAHASSEE, FLORIDA

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Merger

JUN 06 2017

R. WHITE

RECEIVED  
17 JUN -5 PM 12:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** SPLIT SECOND TIMING, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

STACI HERSHEY

Contact Person

THE HERSHEY LAW FIRM, P.A.

Firm/Company

8201 PETERS ROAD, SUITE 1000

Address

PLANTATION, FLORIDA 33324

City, State and Zip Code

SHERSHEY@HERSHEYLEGAL.COM

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

For further information concerning this matter, please call:

STACI HERSHEY

Name of Contact Person

at ( 954 ) 303-9468

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

May 11, 2017

STACI HERSHEY  
8201 PETERS RD STE 1000  
PLANTATION, FL 33324

SUBJECT: SPLIT SECOND TIMING, LLC  
Ref. Number: M17000003909

We have received your document for SPLIT SECOND TIMING, LLC and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

If a limited liability is the survivor, the name and business address of each manager or managing member must be included in the document. Please correct your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White  
Regulatory Specialist II

Letter Number: 517A00009477

RECEIVED

17 JUN -5 PM 4:45

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA 32314

17 JUN -5 PM 12:09

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

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>
SPLIT SECOND TIMING, INC	FLORIDA	CORPORATION

**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>
SPLIT SECOND TIMING, LLC	DELAWARE	Limited Liability Company

**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:

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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:

10016 NW 53rd Street

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Sunrise, Florida 33351


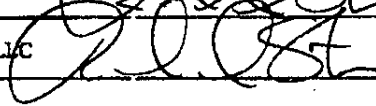
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

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:
SPLIT SECOND TIMING, INC.		RICHARD STERN
SPLIT SECOND TIMING, LLC		RICHARD STERN

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER** ("Agreement"), dated as of October 2016, by and between **SPLIT SECOND TIMING, LLC**, a Delaware limited liability company ("Acquiror"), and **SPLIT SECOND TIMING, INC.**, a Florida limited liability company ("Target").

### RECITALS:

**WHEREAS**, Acquiror is a limited liability company organized and existing under the laws of the State of Delaware.

**WHEREAS**, Target is an "S" corporation organized and existing under the laws of the State of Florida.

**WHEREAS**, Acquiror and its Board of Directors deem it advisable and in the best interests of Acquiror and its stockholders to merge Acquiror with and into Target pursuant to the provisions of Delaware General Corporation Law ("DGCL") upon the terms and conditions set forth in this Agreement, subject to the approval of the Acquiror's stockholders as contemplated in Section 4.1.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Acquiror shall be merged with and into Target (the "Merger") upon the terms and conditions set forth below, and Acquiror shall survive the Merger.

### ARTICLE 1

#### PRINCIPAL TERMS OF THE MERGER

**SECTION 1.1 Merger**. On the Effective Date (as defined in Section 4.1 below), Acquiror shall be merged with and into Target and the separate existence of Target shall cease. Acquiror shall be the surviving corporation (sometimes hereinafter referred to as the "**Surviving Corporation**") in the Merger and shall operate under the name "**Split Second Timing, LLC**" by virtue of, and shall be governed by, the laws of Delaware. The address of the registered office of the Surviving Corporation in Delaware will be: 1201 Orange Street, Suite 600 Wilmington, Delaware 19801, and the registered agent in charge thereof shall be Agents & Corporations, Inc.

**SECTION 1.2 Certificate of Incorporation or Certificate of Formation of the Surviving Corporation**. The Certificate of Formation of the Surviving Corporation shall be the certificate of incorporation of Target as in effect on the date hereof without change unless and until amended in accordance with applicable law.

**SECTION 1.3 Bylaws of the Surviving Corporation**. The bylaws of the Surviving Corporation shall be the bylaws of Target as in effect on the date hereof without change unless and until amended or repealed in accordance with applicable law.

SECTION 1.4 Directors and Officers. At the Effective Date of the Merger, the directors and officers of Acquiror in office at the Effective Date of the Merger shall become the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the certificate of incorporation and bylaws of the Surviving Corporation and the DGCL, until his or her successor is duly elected or appointed and qualified. The Surviving Corporation will have a board of directors identical to that of the Acquiror, with the Surviving Corporation's current board members comprised of the directors set forth below:

RICHARD STERN, President/Director

## ARTICLE 2

### CONVERSION, CERTIFICATES AND PLANS

SECTION 2.1 Conversion of Shares. At the Effective Date of the Merger, each of the following transactions shall be deemed to occur simultaneously:

(a) "S" Corporation Election. The Merger herein shall be predicated upon the preservation and carryover of the "S" corporation of Target to Acquiror, under PLR 200439028.

(b) Options. Each option to acquire shares of Acquiror Stock outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an equivalent option to acquire, upon the same terms and conditions, the number of shares of Surviving Corporation Stock that is equal to the number of shares of Acquiror Stock the optionee would have received had the optionee exercised such option in full immediately before the Effective Date (whether or not such option was then exercisable) and the exercise price per share under each such option shall be equal to the exercise price per share thereunder immediately before the Effective Date.

(c) Target Stock. Each share of Target Stock issued and outstanding immediately before the Effective Date and held by Acquiror shall be canceled without any consideration being issued or paid therefor.

SECTION 2.2 Stock Certificates. After the Effective Date, each certificate theretofore representing issued and outstanding shares of Acquiror Stock will thereafter be deemed to represent the same number of shares of the Surviving Corporation Stock. The holders of outstanding certificates theretofore representing Acquiror Stock will not be required to surrender such certificate to Acquiror or the Surviving Corporation.

SECTION 2.3 Reorganization. For United States federal income tax purposes, the Merger is intended to constitute a tax-free reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended, if applicable. The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations, if applicable.



### ARTICLE 3

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

SECTION 3.1 Effects of the Merger. At the Effective Date, the Merger shall have the effects specified in the DGCL and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; the rights, privileges, powers and franchises of Acquiror and Target, and all property, real, personal and mixed, and all debts due to each of them on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise vested in Acquiror and Target or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall subsequently attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

SECTION 3.2 Additional Actions. If, at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Acquiror acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation may execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

### ARTICLE 4

#### APPROVAL BY STOCKHOLDERS; AMENDMENT; EFFECTIVE DATE

SECTION 4.1 Approval. This Agreement and the Merger contemplated hereby are subject to approval by the requisite vote, or a written consent in lieu of vote, of the Acquiror's stockholders in accordance with the law and compliance with the requirements of law, including the securities laws of the United States. As promptly as practicable after the later of (a) approval of this Agreement by the Acquiror's stockholders in accordance with applicable law and (b) compliance with applicable securities laws, including, but not limited to, the filing of a Schedule 14C with the Securities and Exchange Commission and the mailing of a definitive Schedule 14C to the Acquiror's stockholders, if applicable, duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Ownership and Merger and shall cause such documents to be filed with the Secretary of State of Florida and the Secretary of State of Delaware, respectively, in accordance with the laws of Florida and Delaware and applicable U.S. federal securities laws, if applicable. The effective date of the Merger

("Effective Date") shall be the date and time on and at which the Merger becomes effective under the laws of Florida or the date and time on and at which the Merger becomes effective under the laws of Delaware, whichever occurs later. The execution and delivery hereof by the Acquiror shall constitute the approval and adoption of, and consent to, the Merger Agreement and the transactions contemplated thereby.

SECTION 4.2 Amendments. The Board of Directors of Acquiror may amend this Agreement at any time before the Effective Date, provided, however, that an amendment made subsequent to the approval of the Merger by the stockholders of Acquiror shall not (a) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Acquiror Stock, (b) alter or change any term of the certificate of incorporation of Target, except to cure any ambiguity, defect or inconsistency or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of Acquiror Stock.

## ARTICLE 5

### MISCELLANEOUS

SECTION 5.1 Termination. This Agreement may be terminated and the Merger abandoned at any time before the filing of this Agreement with the Secretary of State of Florida and the Secretary of State of Delaware, whether before or after stockholder approval of this Agreement, by the consent of the Boards of Directors of Acquiror and Target.

SECTION 5.2 Captions and Section Headings. As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 5.3 Entire Agreement. This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the parties hereto concerning the transactions contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof.

SECTION 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

SECTION 5.5 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

SECTION 5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 5.7 *No Third Party Beneficiary*. This Agreement shall not be enforceable upon any person other than the parties hereto and their successors in interest.

SECTION 5.8 *Governing Law*. This Agreement shall be governed by the laws of Delaware, except to the extent the laws of Nevada shall apply as mandated by the law.

IN WITNESS WHEREOF, Acquiror and Target have duly executed this Agreement on the date first written above.

Acquiror:

SPLIT SECOND TIMING, LLC  
By: 

Target:

SPLIT SECOND TIMING, INC.  
By: 

**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

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Richard Stern

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10016 NW 53<sup>rd</sup> Street

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Sunrise, Florida 33351

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*(Attach additional sheet if necessary)*