

Division of Corporations

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Florida Department of State
Division of Corporations
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JUL 11 2019

MERGER OR SHARE EXCHANGE
Rainey Land Company

Certificate of Status	0
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Page Count	05
Estimated Charge	\$68.75

60.00
30.00

\$90.00

Merger

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ARTICLES OF MERGER

These Articles of Merger are submitted to merge the following Florida entities in accordance with § 605.1025 of the Florida Revised Limited Liability Company Act and § 607.1109 of the Florida Business Corporation Act.

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>
Rainey Construction Holdings, LLC Florida Document Number: L16000055827 ✓	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>
Rainey Land Company Florida Document Number: P00000052710 ✓	Florida	Corporation

THIRD: The merger was approved by each domestic merging entity in accordance with the provisions of Chapter 605 and Chapter 607, Florida Statutes; and by each member of such limited liability company who as a result of the merger will have interest holder liability under § 605.1023(1)(b), Florida Statutes.

FOURTH: Please check one of the boxes that apply to the surviving entity (if applicable):

☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic records 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 § 605.0117 and Chapter 48, Florida Statutes is:

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FILED
2019 JUL 10 AM 10:42
SECRETARY OF STATE
TALLAHASSEE, FL

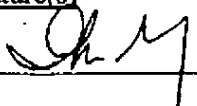
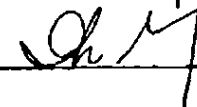
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FIFTH: This entity agrees to pay any members with appraisal rights the amount to which members are entitled under §§ 605.1006, 605.1061-605.1072 and 607.1302, Florida Statutes.

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: _____.

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:

<u>Name of Entity/Organization</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Rainey Construction Holdings, LLC		James I. Rainey
Rainey Land Company		James I. Rainey

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Plan of Merger**") is entered into effective as of January 2, 2019, by and among RAINEY CONSTRUCTION HOLDINGS, LLC, a Florida limited liability company ("**Construction LLC**") and RAINEY LAND COMPANY, a Florida corporation ("**Land Company**").

RECITALS

WHEREAS, the sole Member of Construction LLC has resolved that Construction LLC (the "**Merging Entity**") shall be merged with and into Land Company (the "**Surviving Entity**"), pursuant to Section 605.1021 and Section 607.1108 of the Florida Statutes.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals as set forth above are true and correct and are hereby incorporated herein by reference.

2. Merger. The Merging Entity hereby agrees that, at the Effective Date (as hereinafter defined), it shall be merged with and into the Surviving Entity (the "**Merger**").

3. Effects of Merger. On the Effective Date, the separate existence of the Merging Entity shall cease, and the Merging Entity shall be merged with and into Land Company, as 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 the Merging Entity; and all and singular, the rights, privileges, powers and franchises of the Merging Entity, and all property, real, personal and mixed, and all debts due to the Merging Entity, on whatever account, as well for all other things in action or belonging to the Merging Entity, shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises and all and every other interest of the Merging Entity shall be thereafter the property of the Surviving Entity as they were of the Merging Entity, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in the Merging Entity, shall not revert or be in any way impaired but shall vest in the Surviving Entity by operation of law by reason of the Merger; and all rights of creditors and all liens upon any property of the Merging Entity shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity. At any time, or from time to time, after the Effective Date, the Member of the Surviving Entity may, in the name of the Merging Entity, 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 Entity may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Entity title to and possession of all of the Merging Entity's properties, rights, privileges, powers, franchises and immunities, and otherwise to carry out the purposes of this Plan of Merger.

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4. Name of Surviving Entity; Articles of Incorporation.

4.1 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be Rainey Land Company.

4.2 Articles of Incorporation. The Articles of Incorporation of Rainey Land Company, as in effect on the date hereof, from and after the Effective Date, shall be and continue to be the Articles of Incorporation of the Surviving Entity until changed or amended as provided by law.

4.3 Bylaws. The Bylaws of Rainey Land Company, as in effect on the date hereof, from and after the Effective Date, shall be and continue to be the Bylaws of the Surviving Entity until changed or amended as provided therein.

5. Status of Construction LLC's Membership Interest and Land Company's Stock. The manner and basis of converting the membership interests of Construction LLC into shares of common capital stock of Land Company are as follows:

5.1 Construction LLC Membership Interest. The membership interests in Construction LLC, without any action on the part of the holders thereof, shall be extinguished.

5.2 Land Company Stock. All shares of common stock of Land Company which were issued and outstanding immediately prior to the Effective Date shall continue to be issued and outstanding on and after the Effective Date, and no additional shares of common stock of Land Company shall be issued by reason of the Merger.

6. Miscellaneous.

6.1 Termination. This Plan of Merger 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 Plan of Merger if the Member of the Merging Entity, or the shareholder and director of the Surviving Entity duly adopt a resolution abandoning this Plan of Merger.

6.2 Effective Date. The "Effective Date" of the Merger shall be January 2, 2019.

6.3 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

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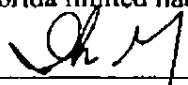
IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the effective date first above written.

WITNESSES:

"CONSTRUCTION LLC"

RAINEY CONSTRUCTION HOLDINGS,
LLC, a Florida limited liability company

Ashton Krause
Ashton Krause

By: 
James I. Rainey, Manager

"LAND COMPANY"

RAINEY LAND COMPANY, a Florida
corporation

Ashton Krause
Ashton Krause

By: 
James I. Rainey, President