

P05000050138

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

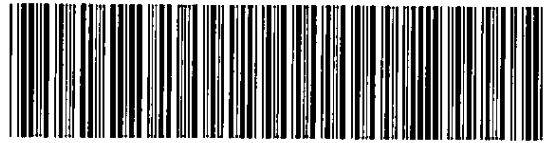
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900332489999

07/31/19--01019--003 **70.00

2019 AUG 1 PM 1:43

Merger/Name
chg

AUG 12 2019
I ALBRITTON

WHELCHER & CARLTON, LLP
ATTORNEYS AT LAW

HOYT H. WHELCHER (1893-1960)
JOHN M. CARLTON, JR.
KENNETH M. TURNIPSEED
J. HAMILTON GARNER
KYLE T. SWANN

26 SECOND AVENUE, S.W.
P.O. BOX 758 (31776)
MOULTREE, GEORGIA 31768
TELEPHONE: (229) 985-1590
FACSIMILE: (229) 985-0946

203 EAST WASHINGTON STREET
P.O. BOX 1877 (31799)
THOMASVILLE, GEORGIA 31792
TELEPHONE: (229) 228-4333
FACSIMILE: (229) 228-9170

ALSO ADMITTED IN ALABAMA
WWW.WCGALAW.COM

July 16, 2019

Florida Secretary of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Ladies and Gentlemen:

Enclosed are the Articles of Merger of Larry Franklin Properties, Inc., a Florida corporation, into Larry Franklin Merger Corporation, a Georgia corporation, the Agreement and Plan of Merger, and a check in the amount of \$70.00 for the filing fee. Please use the contact information above and provide a letter of acknowledgment.

Please call if you have any questions or need anything further.

Yours very truly,


John M. Carlton, Jr.
FOR WHELCHER & CARLTON, LLP

**ARTICLES OF MERGER
Of
LARRY FRANKLIN PROPERTIES, INC.,
A FLORIDA CORPORATION
And
LARRY FRANKLIN MERGER CORPORATION,
A GEORGIA CORPORATION
Into
LARRY FRANKLIN MERGER CORPORATION**

2019 JUL 19 PM 1:43

I

Attached hereto as Exhibit A, and by reference made a part hereof, is a copy of the Agreement and Plan of Merger duly approved and adopted by Larry Franklin Properties, Inc. and Larry Franklin Merger Corporation.

II

This plan of merger was approved by the unanimous consent of all the shareholders of both corporations on the 19th day of April, 2019.

III

The surviving corporation shall be Larry Franklin Merger Corporation, which name, upon the filing hereof, shall be deemed to be changed to Larry Franklin Properties, Inc.

This the ~~19~~ day of July, 2019.

16th Janaf

LARRY FRANKLIN PROPERTIES, INC.

By: *[Signature]*
Larry Franklin, President

Attest: *[Signature]*
John M. Carlton, Jr., Asst. Secretary

**AGREEMENT AND PLAN OF MERGER
BETWEEN
LARRY FRANKLIN MERGER CORPORATION,
A Georgia Corporation
And
LARRY FRANKLIN PROPETIES, INC.,
A Florida Corporation**

This Agreement and Plan of Merger made and entered into this 19th day of April, 2019, (hereinafter referred to as the "Agreement") by and between **Larry Franklin Merger Corporation**, a Georgia corporation, (hereinafter sometimes referred to as "Franklin, Georgia") and **Larry Franklin Properties, Inc.**, a Florida corporation, (hereinafter sometimes referred to as "Franklin, Florida") (said corporations being hereinafter sometimes referred to as the "Constituent Corporations"):

W I T N E S S E T H :

WHEREAS, Franklin, Georgia is a corporation duly organized and validly existing under the laws of the State of Georgia; and

WHEREAS, Franklin, Florida is a corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, the Boards of Directors of each of said corporations deem it advisable and for the benefit of each of said corporations and their respective shareholders that Franklin, Florida merge itself into Franklin, Georgia.

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto subject to the approval and adoption of this Agreement by the respective shareholders of each of the Constituent Corporations, and subject to the conditions hereinafter set forth, that Franklin, Florida be merged into Franklin, Georgia (hereinafter sometimes referred to

as the "Surviving Corporation"), the corporate existence of which shall be continued under the name of Larry Franklin Properties, Inc., a Georgia corporation, and thereafter the individual existence of Franklin, Florida shall cease. The merger shall be effective when filed, and any reference to effective date herein shall mean the date of filing. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same effect and the manner of converting the shares of Franklin, Florida into securities of the Surviving Corporation are and shall be as follows:

1

The acts and things required to be done by the Georgia Business Corporation Code (the "Code") in order to make this Agreement effective, including the submission of this Agreement to the shareholders of both corporations and the filing of the Articles of Merger or Certificate of Merger in the manner provided for in the Code, shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable and in no event no later than August 1, 2019.

2

The Articles of Incorporation of Larry Franklin Mercer Corporation shall, upon the filing hereof, be the Articles of Incorporation of the Surviving Corporation. From and after the Effective Date, and until amended as provided by law, such Articles, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation; and in addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth therein and shall be governed by the provisions thereof.

Until altered, amended or repealed as therein provided, the Bylaws of Larry Franklin Merger Corporation as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

Upon the merger contemplated herein becoming effective, the director of the Surviving Corporation shall be as follows:

<u>Name of Director</u>	<u>Address</u>
Larry Franklin	2809 5 th St., S.E., Moultrie, GA 31768

This person shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and until his respective successors are elected in accordance with the Bylaws of the Surviving Corporation. If on the Effective Date any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the Bylaws of the Surviving Corporation.

(a) Upon the Effective Date of the merger:

- (i) Each share of the capital stock of Larry Franklin Merger Corporation issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of shares of capital stock of the Surviving Corporation.
- (ii) Each share of the capital stock of Franklin, Florida, shall be converted into one share of the capital stock of the Surviving Corporation.

(b) From and after the Effective Date, each holder of any of the shares to be converted as above provided shall be entitled, upon presentation and surrender to the Surviving Corporation of the certificates representing such shares, to receive in exchange therefor certificates representing the number of whole shares of the stock of the Surviving Corporation into which such shares shall have been converted. The surrendered shares shall be cancelled. Until so surrendered, each outstanding certificate which prior to the Effective Date of the merger represented capital stock of Franklin, Florida shall be deemed for all corporate purposes to evidence ownership of the number of shares of the Surviving Corporation into which the same shall have been converted. Until any outstanding certificate shall be so surrendered, no dividends payable as of any date subsequent to the Effective Date on the capital stock of the Surviving Corporation into which the shares represented by such outstanding certificates shall have been converted shall be paid to the record holders of the outstanding certificates, but upon the surrender of any outstanding certificate, there shall be paid to the record holder thereof the amount of dividends which theretofore had become payable with respect to the shares of the capital stock of the Surviving Corporation in to which such certificate shall have been converted.

Upon the Effective Date, every other corporation party to the merger shall merge into the Surviving Corporation and the separate existence of every corporation except the Surviving Corporation shall cease, and in accordance with the terms of this Agreement, the title to all real

estate and other property owned by each corporation party to the merger shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all of the liabilities of each corporation party to the merger; any proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased; the Articles of Incorporation of the Surviving Corporation shall be amended to the extent provided herein; and the shares of each corporation party to the merger that are to be converted into shares, obligations, or other securities of the Surviving Corporation or any other corporation or into cash or other property shall be converted and the former holders of the shares shall be entitled only to the rights provided in this Agreement or their rights under Article 13 of the Code.

7

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Franklin, Florida, the proper officers and directors of Franklin, Florida shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

8

From the date of this Agreement until the Effective Date or until the abandonment of the merger pursuant to the provisions hereof:

- (a) Franklin, Florida and Larry Franklin Merger Corporation shall continue to conduct their respective businesses in the ordinary course, and neither Franklin, Florida nor

Larry Franklin Merger Corporation shall, without the prior written consent of the other, engage in any transaction or incur any obligation except in the ordinary course of business or as otherwise authorized by this Agreement. Without limiting the foregoing, neither Franklin, Florida nor Larry Franklin Merger Corporation shall during the foregoing period, without the prior consent of the other:

- (i) Amend its Articles of Incorporation, except as may be necessary to carry out this Agreement or as required by law.
 - (ii) Borrow any money, other than short term borrowings in the ordinary course of business.
 - (iii) Issue, sell, encumber, or otherwise dispose of any shares of its capital stock.
 - (iv) Declare, authorize, or pay any dividend on, make any distribution in respect of, redeem or acquire for value any shares of its capital stock, directly or indirectly.
 - (v) Sell, lease, or otherwise dispose of any part of its property or assets, except in the ordinary course of business; enter into any new plans or agreements for the benefit of officers or employees or increase the benefits under any existing such plan.
 - (vi) Make any purchase of real estate, personal property, merchandise, or securities, except in the ordinary course of business.
- (b) Franklin, Florida and Larry Franklin Merger Corporation shall each make available for examination by the other as requested, in addition to its audited financial statements, any inventory and other detailed records in support of such statements;

records of important contracts, commitments, leases, licensing agreements, deeds, title insurance policies, patents, trademarks and other evidence of interest or ownership in property; details and status of the various funds, plans, profit sharing and deferred compensation agreements, if any, stock option plans and other provisions of either party for the benefit of its officers and employees, income tax returns, audit material and related data; information concerning claims, tax returns, audit material and related data; information concerning claims, litigation threatened or pending, and all other information relevant to their respective businesses and to the merger herein contemplated;

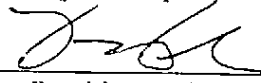
- (c) With respect to all leases and other interests or instruments under which either Franklin, Florida or Larry Franklin Merger Corporation is obligated to obtain a consent prior to the merger herein contemplated in order to comply with the conditions thereof or to vest its interest therein in the Surviving Corporation, Franklin, Florida or Larry Franklin Merger Corporation, respectively, will exercise all reasonable efforts to obtain such consent.

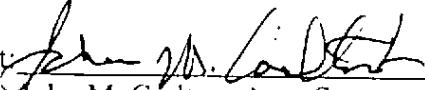
At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined by the Board of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, Larry Franklin Merger Corporation and Larry Franklin Properties, Inc., a Florida corporation, have each caused this Agreement and Plan of Merger to be executed on their respective behalfs and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers on the 19th day of April, 2019.

Larry Franklin Merger Corporation

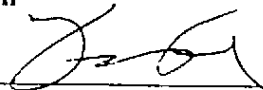
(SEAL)

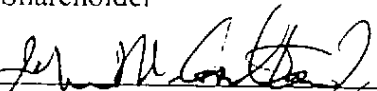
By: 
Larry Franklin, President, Director
And Sole Shareholder

Attest: 
John M. Carlton, Asst. Secretary

Larry Franklin Properties, Inc., a Florida Corporation

(SEAL)

By: 
Larry Franklin, President, Director and
Sole Shareholder

Attest: 
John M. Carlton, Asst. Secretary