P12000055137

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: MMR-FWR Investments Corp.
Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Tyler B. Korn, Esq.
Contact Person

Korn & Kalish LLP
Firm/Company

5150 Tamiami Trail N., Suite 302
Address

Naples, FL 34103
City/State and Zip Code

tkorn@kornkalish.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Tyler Korn At (239) 354-4300
Name of Contact Person / Area Code & Daytime Telephone Number

■ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act (the "FBCA").

First:

The name, jurisdiction and document number of the surviving corporation:

Name:	Jurisdiction:	Document Number:
MMR-FWR INVESTMENTS CORP.	Florida	P12000055137

Second:

The name, jurisdiction and document number of the merging corporation:

Name:	Jurisdiction:	Document Number:
MMR1 INVESTMENT INC.	Florida	P14000062503

Third:

The plan of merger is attached as Exhibit A

Fourth:

The plan of merger was approved by the sole shareholder of MMR-FWR Investments Corp. (surviving corporation) on June 30, 2023.

Fifth:

The plan of merger was approved by the sole shareholder of MMR1 Investment Inc. (merging corporation) on June 30, 2023.

Sixth:

The merger shall become effective on June 30, 2023.

Seventh:

It is agreed that, upon the merger becoming effective, the surviving corporation:

a. Appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce the rights of shareholders of each Florida merging corporation that exercise appraisal rights.

b. Agrees to promptly pay any amount that the shareholders of any merging Florida corporation are entitled to under the provisions of the Florida Business Corporation Act with respect to appraisal rights.

Eighth:

The undersigned corporation has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

MERGING CORPORATION

MMR1 INVESTMENT INC.

By__________________

Name: Shmuel Gniwisch

Title: President

Dated: June 30, 2023

SURVIVING CORPORATION

MMR-FWR INVESTMENTS CORP.

By__________________

Name: Shmuel Gniwisch

Title: President

Dated: June 30, 2023

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated June 30, 2023 (the "**Effective Date**") by and between MMRI INVESTMENT INC., a Florida corporation ("**Merging Corporation**"), and MMR-FWR INVESTMENTS CORP., a Florida corporation (the "**Surviving Corporation**" and, collectively with the Merging Corporation, the "**Parties**").

RECITALS

WHEREAS, the respective Boards of Directors of the Merging Corporation and the Surviving Corporation have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders.

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Corporation, in accordance with Chapter 92, Florida Revised Statutes (the "**Act**"), will merge with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation (the "**Merger**").

WHEREAS, for U.S. federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, the Merging Corporation shall be merged with and into the Surviving Corporation on and as of the Effective Date. Following the Effective Date, the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Act.

1.2 Board of Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the Act.

1.3 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of each of the Parties, which approval has been provided.

ARTICLE II: CANCELLATION OF SHARES OF MERGING CORPORATION

2.1 Cancellation of Shares. The manner and basis of converting the Merging Corporation's common shares ("**Merging Corporation Common Shares**") into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, are set forth in this Section 2.1. At the Effective Date, by virtue of the Merger and without any action on the part of the

Merging Corporation, the Surviving Corporation, or the Surviving Corporation's shareholders, each Merging Corporation Common Share issued and outstanding immediately prior to the Effective Date shall be cancelled.

2.2 Effect. Upon the Effective Date, (a) the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Merging Corporation; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Merging Corporation on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; (c) title to any securities, or any interest therein vested in the Merging Corporation, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Merging Corporation shall be preserved unimpaired, and all liens upon the property of the Merging Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Merging Corporation shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

ARTICLE III: OTHER PROVISIONS

3.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient at the registered address for a Party.

3.2 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

3.3 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

3.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

3.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

3.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.8 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3.9 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger on and as of the date first written above.

MERGING CORPORATION

MMR INVESTMENT INC.

DocuSigned by:

By: Shmuel Gniwisch

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Name: Shmuel Gniwisch

Title: President

SURVIVING CORPORATION

MMR-FWR INVESTMENTS CORP.

DocuSigned by:

By: Shmuel Gniwisch

0E7CC6B2154A470

Name: Shmuel Gniwisch

Title: President

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