

P14000102658

(Requestor's Name)

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(Business Entity Name)

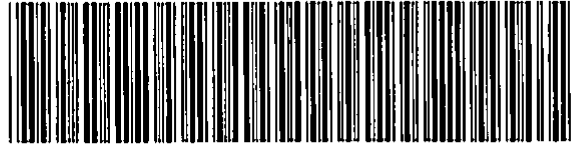
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OCT 02 2018
S. YOUNG

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FMC Management Services, Inc.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Braden K. Ball, Esquire

Contact Person

Litvak, Beasley, Wilson & Ball, LLP

Firm/Company

226 East Government Street

Address

Pensacola, FL 32502

City/State and Zip Code

braden@lawpensacola.com

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

For further information concerning this matter, please call:

Braden K. Ball, Jr.

Name of Contact Person

At (850) 432-9818

Area Code & Daytime Telephone Number

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

STREET ADDRESS:

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

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
FMC Management Services, Inc.	Florida	P14000102658

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Financial Management and Investment Corp	Mississippi	524758

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 10 01 2018 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 8/29/2018

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 8/29/2018

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

FMC Management Services.

Inc.

Financial Management and

Investment Corp

Rusty Hawkins, President

Rusty Hawkins, President

AGREEMENT AND PLAN OF MERGER OF
FINANCIAL MANAGEMENT AND INVESTMENT CORP
WITH AND INTO
FMC MANAGEMENT SERVICES, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of August 29th, 2018 by and between Financial Management and Investment Corp ("FMIC"), a corporation organized and existing under the laws of the State of Mississippi (FMIC being sometimes referred to as the "Merging Corporation") and FMC Management Services, Inc. ("FMC") a corporation organized and existing under the laws of the State of Florida (FMC being sometimes referred to as the "Surviving Corporation"). These two corporations sometimes referred to collectively as the "Constituent Corporations."

Recitals

1. The Board of Directors and Shareholders of each of the Constituent Corporations have determined that it is advisable and in the best interests of the Constituent Corporations that FMIC be merged with and into FMC, with FMC being the Surviving Corporation, under and pursuant to the laws of the State of Florida and the State of Mississippi on the terms and conditions set forth herein.

2. The business purpose of the merger is to combine the business operations of the Constituent Corporations into the Surviving Corporation to achieve a more efficient and cost effective business.

3. The shareholders of FMC are Warren L. Purvis, Trustee of the Warren Purvis Trust created by agreement dated December 10, 2014 and Tag Purvis, Trustee of the Tag Purvis Trust created by agreement dated December 10, 2014. The directors of FMC are Tag Purvis and Rusty Hawkins.

4. The shareholder of FMIC are Warren L. Purvis, Trustee of the Warren Purvis Trust created by agreement dated December 10, 2014 and Tag Purvis, Trustee of the Tag Purvis Trust created by agreement dated December 10, 2014. The directors of FMIC are Tag Purvis and Rusty Hawkins.

Agreement

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows.

ARTICLE 1: MERGER

1.01 General. FMIC shall be merged with and into FMC in accordance with the laws of the State of Mississippi and the State of Florida. The separate corporate existence of FMIC shall cease and FMC shall be the Surviving Corporation under the laws of the State of Florida.

1.02 Name of the Surviving Corporation. The name of the Surviving Corporation shall be "FMC Management Services, Inc."

1.03 Property of the Surviving Corporation. On the Effective Time (as defined in Article 2.01 below), the separate existence of the Merging Corporation shall cease. Except as otherwise provided herein, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all chooses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be the property of the Surviving Corporation.

1.04 Obligations of the Surviving Corporation. From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of the corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE 2: TERMS AND CONDITIONS OF THE MERGER

2.01 Effective Time. The merger shall be effective at 11:59 p.m. Central Standard Time on September 30, 2018.

2.02 Further Action. Prior to the Effective Time, the Constituent Corporations shall take all such action necessary and appropriate to effect the merger. If at any time after the Effective

Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE 3: ARTICLES, BYLAWS, DIRECTORS AND OFFICERS

3.01 Articles of Merger. The Articles of Merger between FMIC and FMC will be properly executed by the parties to this merger and filed in accordance with applicable law.

3.02 Articles of Incorporation. The Articles of Incorporation of FMC as in effect immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Surviving Corporation after the merger.

3.03 Bylaws. The Bylaws of FMC as in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Corporation after the merger until duly amended in accordance with law and no change to such Bylaws shall be effected by the merger.

3.04 Directors and Officers. The persons who are the directors and officers of FMC immediately prior to the Effective Time shall continue as the directors and officers of the Surviving Corporation after the merger without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Mississippi and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE 4: CONVERSION OF SHARES

4.01 FMC Common. The Surviving Corporation presently has issued and outstanding 200 shares of common stock ("FMC Common").

4.02 FMIC Common. The Merging Corporation presently has issued and outstanding 100 shares of common stock ("FMIC Common").

4.03 Conversion Ratio. At the Effective Time, each issued and outstanding share of FMIC Common shall be converted into 1 share of FMC Common. After the Effective Time, each holder of an outstanding certificate representing shares of FMIC Common may, but shall not be required to, surrender the certificates to the Surviving Corporation for cancellation or transfer, and each holder or transferee shall receive certificates representing 1 share of FMC Common for every one (1) share of FMIC Common previously represented by the certificates surrendered. Until

surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented FMIC Common shall be deemed and treated for all corporate purposes to represent the ownership of 1 share of FMC Common.

ARTICLE 5: MISCELLANEOUS

5.01 Ending Merger. Notwithstanding any other provision of this agreement, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of States of Florida and Mississippi of the necessary Articles of Merger, abandon the merger if they determine that such action is necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Article 6.01, this agreement shall be null and void and have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.02 Dissenters' Rights. The Shareholders of FMIC and FMC dissenting to the Agreement and Plan shall be entitled to be paid the fair value of their shares as provided by applicable law.

5.03 Entire Agreement. This Agreement and Plan is the entire agreement between the parties and there are no agreements, understandings, restrictions or warranties between the parties other than those set forth in this document.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

FMIC:

By: 

Rusty Hawkins
Its: President

Attest: 

Its: Tag Purvis
Treasurer

FMC:


By: 

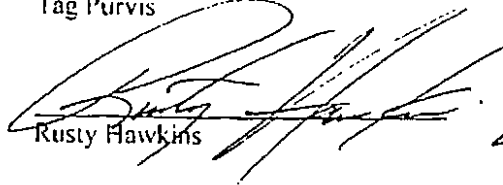
Rusty Hawkins
Its: President

Attest: 


Its: Tag Purvis
Treasurer

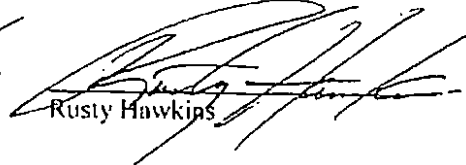
Directors of FMIC:


Tag Purvis


Rusty Hawkins


Directors of FMC:


Tag Purvis



Rusty Hawkins

Shareholders of FMIC:

The Warren Purvis Trust
u/d 12-10-2014:


By: Warren L. Purvis, Trustee

The Tag Purvis Trust
u/d 12-10-2014:

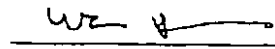

By: Tag Purvis, Trustee

Shareholders of FMC:

The Tag Purvis Trust
u/d 12-10-2014:


By: Tag Purvis, Trustee

The Warren Purvis Trust
u/d 12-10-2014:


By: Warren L. Purvis, Trustee