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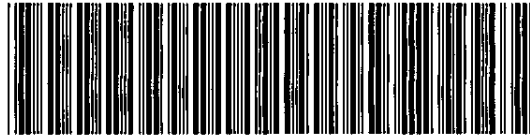
(Business Entity Name)

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STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

2016 JAN 27 PM 3:37

FILED

*Murphy*

JAN 28 2016

T. LEMIEUX

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Family Vision Enterprises, 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:

Michelle Filipowicz  
Contact Person

Curry Law Group P.A.  
Firm/Company

750 W. Lumsden Ave.  
Address

Brandon, Florida 33511  
City/State and Zip Code

Michelle.Filipowicz@currylawgroup.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michelle Filipowicz At ( 813 ) 653-2500  
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)

**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)
Family Vision Enterprises, Inc.	Florida	

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Family Vision, Inc.	Florida	

**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**      /      /      (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 1/18/16.

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 1/18/16.

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

Family Vision, Inc. Frank D Plumb

Family Vision Enterprises, Inc. Michael G Plumb

Frank D Plumb President

Michael G Plumb vice president

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## **FAMILY VISION ENTERPRISES, INC. PLAN OF MERGER**

This Merger Agreement ("Agreement"), dated 18th day of January 2016, is entered by and between FAMILY VISION, INC. a Florida corporation, and FAMILY VISION ENTERPRISES, INC. a Florida corporation, the two corporations acting by their respective board of directors and sometimes collectively referred to as the "constituent corporations."

FAMILY VISION, INC. is a corporation organized and existing under the laws of the State of Florida, having been incorporated on August 22, 1994. The principal address of the corporation is located at 1929-A West Brandon Blvd., Brandon, Florida 33511, and its registered agent is Frank Plumb upon whom legal process against Family Vision, Inc. may be served in the State of Florida. Michael and Sara Plumb are equal owners in FAMILY VISION, INC. by operation of the Contract for Sale of Family Vision, Inc. Common Stock executed contemporaneously herewith.

The authorized capital stock of FAMILY VISION, INC. consists of 100 shares of the par value of \$1 per share, of which 50 shares each are presently owned by Michael Plumb and Sara Plumb. Section 607.1101 of the Florida Statutes confers upon Family Vision, Inc. the power to merge with Family Vision Enterprises, Inc. and converting the rights of Family Vision, Inc. to Family Vision Enterprises, Inc. including conversion of shares.

FAMILY VISION ENTERPRISES, INC. is a corporation organized and existing under the laws of the State of Florida, having been incorporated on December 4, 2015. The principal address of the corporation is located at 1929-A West Brandon Blvd., Brandon, Florida 33511, and its resident agent in charge is Clifton Curry upon whom legal process against Family Vision, Inc. may be served in the State of Florida at 750 West Lumsden Rd., Brandon, Florida 33511. Michael and Sara Plumb are equal owners in FAMILY VISION ENTERPRISES, INC.

The authorized capital stock of FAMILY VISION ENTERPRISES, INC. consists of 100 shares of common stock par value \$1 per share, which is presently held in the treasury of FAMILY VISION ENTERPRISES, INC. Section 607.1101 of the Florida Statutes confers upon FAMILY VISION, INC. the power to merge with FAMILY VISION ENTERPRISES, INC.; and the resulting corporation shall be FAMILY VISION ENTERPRISES, INC., upon the filing and recording of the Agreement of Merger. FAMILY VISION ENTERPRISES, INC. shall possess all the powers and property formerly possessed by FAMILY VISION, INC. by virtue of this merger.

The respective boards of directors of FAMILY VISION, INC. and FAMILY VISION ENTERPRISES, INC. deem it desirable and in the best interests of the corporations and their stockholders that the corporations merge pursuant to section 607.1101 of the Florida Statutes.

In consideration of the premises and mutual agreements, provisions and covenants contained, it is agreed by and between the parties that, in accordance with the provisions of the laws of Florida, FAMILY VISION, INC. and FAMILY VISION ENTERPRISES, INC. shall be, and they are, as of the Effective Merger Date merged into a single surviving corporation (sometimes called the "surviving corporation"), which shall be and is FAMILY VISION ENTERPRISES, INC., which shall continue its corporate existence and remain a Florida corporation governed by the laws of that state, all on the terms and conditions set forth.

### **ARTICLE I.**

#### **Merger**

1. This Agreement of Merger (sometimes called the "Agreement"), was submitted for adoption and approved by the shareholders of each of the constituent corporations.

2. The merger of FAMILY VISION, INC. into FAMILY VISION ENTERPRISES, INC. shall become effective upon the filing and recording of this agreement in the office of the Secretary of State of the State of Florida ("Effective Merger Date").

## **ARTICLE II.**

### **Name and Continued Corporate Existence of Surviving Corporation**

The corporate name of FAMILY VISION ENTERPRISES, INC., the corporation whose corporate existence is to survive this merger and continue thereafter as the surviving corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of FAMILY VISION, INC. shall be wholly merged into FAMILY VISION ENTERPRISES, INC. Accordingly, on the Effective Merger Date the separate existence of FAMILY VISION INC., except insofar as continued by statute, shall cease.

## **ARTICLE III.**

### **Articles of Incorporation and Bylaws of Surviving Corporation**

From and after the merger date the present Articles of Incorporation and Bylaws of FAMILY VISION ENTERPRISES, INC. shall be and become the bylaws of the surviving corporation until they shall be altered, amended or repealed, or until new bylaws shall be adopted, in accordance with the provisions of law, the bylaws and the certificate of incorporation of the surviving corporation.

## **ARTICLE IV.**

### **Directors and Officers**

Michael and Sara Plumb are the board of directors for both corporations. Michael and Sara Plumb shall remain the board of directors for FAMILY VISION ENTERPRISES, INC. after the Effective Merger Date unless amended in writing or by operation of law.

## **ARTICLE V.**

### **Conversion of Securities on Merger**

The manner and basis of converting the shares of stock of each of the constituent corporations into shares of stock of the surviving corporation are as follows:

Each issued share of common stock, of the par value of \$1 each, of FAMILY VISION, INC., including shares held in the treasury of FAMILY VISION, INC., shall, on the merger date continue to be issued shares of common stock, par value \$1 per share, of FAMILY VISION ENTERPRISES, INC.

## **ARTICLE VII.**

### **Assets and Liabilities**

On the Effective Merger Date, all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other choses in action, and all and every other interest of or belonging to either of constituent corporations shall be taken by and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property and every other interest shall be as effectually the property of the surviving corporation as it was of the respective constituent corporations, and the title to any real estate or any interest, whether vested by deed or otherwise, in either of the constituent corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of the constituent corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the constituent corporations may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be submitted in place of either of the constituent corporations. The parties respectively agree that from time to time, when requested by the surviving corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this agreement.

#### ARTICLE VII.

##### Continuation of Franchise Agreement

This Merger Agreement is subject to Pearle Vision, Inc.'s prior written approval and to the approval of such other third parties, as required by any obligation or agreement related to the franchise. In addition, this Contract is subject to the terms and conditions set forth in the "Franchise Agreement by and between Pearle Vision, Inc. and Family Vision, Inc. or Frank D. Plumb," such terms shall be binding on the operation and management of FAMILY VISION ENTERPRISES, INC. Specifically, FAMILY VISION ENTERPRISES, INC. and its shareholders shall be bound by the following:

- (a) FAMILY VISION ENTERPRISES, INC. shall not engage in any business activity other than that which is directly related to the operation of Pearle Vision retail optical centers or such other business activity as shall be approved in writing by Pearle Vision, Inc.
- (b) The total number of shareholders shall not exceed five (5) at any one time.
- (c) Family Vision, Inc. shall not encumber, assign, or permit the transfer of any shares of stock of the corporation without the prior written approval of Pearle Vision, Inc.
- (d) The transfer of the shares of stock of Family Vision, Inc. is subject to the terms and conditions of the Franchise Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the directors of each of the constituent corporations have duly subscribed their names to this agreement all as of the day and year first written above.

For Family Vision, Inc.

For Family Vision Enterprises, Inc.

By: [Signature]  
Michael Plumb

1-18-16  
Date

By: [Signature]  
Michael Plumb

1-18-16  
Date

By: [Signature]  
Sara Plumb

1-18-16  
Date

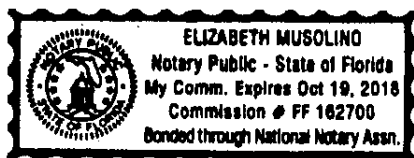
By: [Signature]  
Sara Plumb

1-18-16  
Date

STATE OF Florida  
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, personally appeared Michael Plumb, who is personally known to me or has produced FL Driver's License as identification, and Sara Plumb who is personally known to me or has produced FL Driver's License as identification, and being by me first sworn, deposes and says Michael Plumb and Sara Plumb executed the foregoing Family Vision Enterprises, Inc. Merger Agreement and that the statements contained therein are true and correct to the best of their knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me this 18<sup>th</sup> day of January 2016



NOTARY PUBLIC [Signature]  
My Commission Expires: 10-19-18