

P15000098359

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

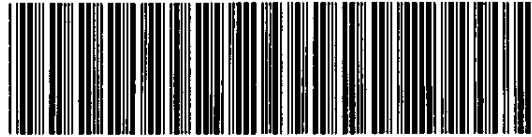
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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2015 DEC 23 AM 9:18

CLERK OF SUPERIOR COURT

RECEIVED
DEPARTMENT OF STATE

15 DEC 23 AM 10:52

Morgan
#2 CC
12/31/15



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 28, 2015

CORPORATION SERVICE COMPANY
% COURTNEY WILLIAMS
TALL., FL 32301

SUBJECT: MIDLAND IRA, INC.
Ref. Number: P15000098359

RESUBMIT
Please give original
submission date as file date.

We have received your document for MIDLAND IRA, INC. and your check(s) totaling \$128.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The merger should be filed pursuant to 607.1109 (cross entity) and not 607.1105. Please notice the change in fees.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 815A00026922

RECEIVED
DEPARTMENT OF STATE
15 DEC 29 PM 4: 17

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 926604 7213712
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 137.50

ORDER DATE : December 22, 2015
ORDER TIME : 10:28 AM
ORDER NO. : 926604-005
CUSTOMER NO: 7213712

ARTICLES OF MERGER

MIDLAND IRA, INC.

INTO

MIDLAND IRA, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX (2) _ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Midland IRA, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Bruce D. Green

Contact Person

Green Schoenfeld & Kyle LLP

Firm/Company

1380 Royal Palm Square Boulevard

Address

Fort Myers, Florida 33919

City, State and Zip Code

brucegreen@gskattorneys.com

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

For further information concerning this matter, please call:

Bruce D. Green

at (239) 936-7200

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

FILED

2015 DEC 23 AM 9:18

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

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>
Midland IRA, Inc.	Illinois	Corporation
AdvantaIRA Trust, LLC	Florida	Limited Liability Company
1031 Tax Free Strategies, LLC	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>
Midland IRA, Inc.	Florida	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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: 01/01/2016

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.

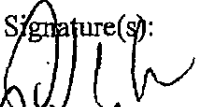
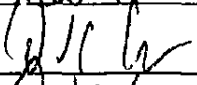
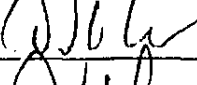
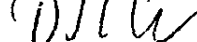
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Midland IRA, Inc.		David A. Owens
AdvantaIRA Trust, LLC		David A. Owens
1031 Tax Free Strategies, LLC		David A. Owens
Midland IRA, Inc.		David A. Owens

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER AGREEMENT

This Plan of Merger Agreement (this "Agreement") is made as of the Effective Date by and among:

- (i) Midland IRA, Inc., an Illinois corporation ("Midland (Illinois)");
- (ii) AdvantaIRA Trust, LLC, a Florida limited liability company ("AdvantaIRA");
- (iii) 1031 Tax Free Strategies, LLC, a Florida limited liability company ("Tax Free Strategies"); and
- (iv) Midland IRA, Inc., a Florida corporation ("Midland (Florida)").

Midland (Illinois), Midland (Florida), Tax Free Strategies, and AdvantaIRA are referred to herein collectively as the "Constituent Companies" and individually as the "Constituent Company."

RECITALS

WHEREAS, for a number of sound business reasons, the Constituent Companies deem it advisable that Midland (Illinois), AdvantaIRA, and Tax Free Strategies be merged into Midland (Florida) pursuant to this Agreement and in accordance with the applicable statutes of the States of Illinois and Florida; and

WHEREAS, on or after the Effective Date of the merger, Midland (Florida) will take such actions as are necessary to do business in the States of Illinois and Florida and in each other jurisdiction in which it conducts business.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. The Merger.

1.1. Transfer of Property and Liabilities. Upon the Effective Date (as defined in Section 4) of the merger:

1.1.1. The separate existences of Midland (Illinois), AdvantaIRA, and Tax Free Strategies shall cease;

1.1.2. All of the outstanding shares of stock of Midland (Illinois) shall be exchanged for and converted into shares of stock of Midland (Florida), as hereinafter provided;

1.1.3. All of the outstanding membership units of AdvantaIRA shall be exchanged for and converted into shares of stock of Midland (Florida), as hereinafter provided;

1.1.4. All of the outstanding membership units of Tax Free Strategies shall be exchanged for and converted into shares of stock of Midland (Florida), as hereinafter provided; and

1.1.5. Upon the filing of this Agreement, certified as to the requisite stockholder and member approval, with the Secretary of State of the State of Florida and of a Certificate of Merger with the Department of State of the State of Illinois, Midland (Florida) shall possess all the rights, privileges, immunities, powers, and purposes, and all the property, real and personal, causes of action, and every other asset of Midland (Illinois), AdvantaIRA, and Tax Free Strategies, and shall assume and be liable for all the liabilities, obligations, and penalties of Midland (Illinois), AdvantaIRA, and Tax Free Strategies, in accordance with the Illinois Business Corporation Act (the "Illinois Act"), the Florida Revised Limited Liability Company Act (the "Florida LLC Act") and the Florida Business Corporation Act (the "Florida Corporation Act").

1.2. Surviving Corporation. Following the merger, the existence of Midland (Florida) shall continue unaffected and unimpaired by the merger, with all the rights, privileges, immunities, and powers, and subject to all the duties and liabilities, of a corporation organized under the laws of the State of Florida.

2. Conversion of Shares and Membership Units

2.1. Transfer of Midland (Illinois) Stock. The shareholders of Midland (Illinois) will transfer and assign all of their shares of Midland (Illinois) stock to Midland (Florida) solely in exchange for Midland (Florida) shares of common stock in proportion to their Midland (Illinois) stock ownership. The holders of Midland (Illinois) stock will receive forty-one and eight tenths (41.8) shares of Midland (Florida) common stock for their shares of Midland (Illinois) stock allocated proportionately, or as they may otherwise agree, in a transaction which constitutes a tax-free reorganization under the Code.

2.2. Transfer of AdvantaIRA Units. The members of AdvantaIRA will transfer and assign all of their AdvantaIRA membership units to Midland (Florida) solely in exchange for Midland (Florida) common stock in proportion to their AdvantaIRA membership unit ownership. The holders of AdvantaIRA membership units will receive fifty-one and seventy-two hundredths (51.72) shares of Midland (Florida) common stock for their AdvantaIRA membership units allocated proportionately, or as they may otherwise agree, in a transaction which constitutes a tax-free reorganization under the Code.

2.3. Transfer of Tax Free Strategies Units. The members of Tax Free Strategies will transfer and assign all of their Tax Free Strategies membership units to Midland (Florida) solely in exchange for Midland (Florida) common stock in proportion to their Tax Free Strategies membership unit ownership. The holders of Tax Free Strategies membership units will receive six and forty-eight hundredths (6.48) shares of Midland (Florida) common stock for their Tax Free Strategies membership units allocated proportionately, or as they may otherwise agree, in a transaction which constitutes a tax-free reorganization under the Code.

2.4. Exchange of Certificates.

2.4.1. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates that prior thereto represented shares of Midland (Illinois) or membership units of AdvantaIRA or of Tax Free Strategies shall surrender the same to the secretary of Midland (Florida) as exchange agent for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange therefore certificates representing the number of shares of Midland (Florida) common stock into which the

shares theretofore represented by the certificate or certificates so surrendered shall have been converted. Adoption of this Agreement by the shareholders of Midland (Illinois), the members AdvantaIRA and the members of Tax Free Strategies shall constitute their ratification of the appointment of the secretary of Midland (Florida) as Exchange Agent.

2.4.2. Until so surrendered, each outstanding certificate that, prior to the Effective Date, represented shares of Midland (Illinois) or membership units of AdvantaIRA or of Tax Free Strategies, shall be deemed for all corporate purposes to evidence ownership of the number of shares of Midland (Florida) common stock into which the shares of Midland (Illinois) or membership units of AdvantaIRA or of Tax Free Strategies presented thereby prior to such Effective Date shall have been converted.

3. **Income Tax Elections.** Midland (Florida) and its shareholders will take such actions and prepare and file such documents as necessary to qualify Midland (Florida) as an electing small business entity under Subchapter S of the Code.

4. **Conditions Precedent.** All conditions precedent to the execution of this Agreement have been satisfied, including, but not limited to, all necessary approvals and consents of the shareholders and members of the Constituent Companies.

5. **Closing.** The closing of this Merger transaction shall take place effective January 1, 2016 (the "Effective Date"). The anticipated ownership of all members of Midland (Florida) is reflected in the attached Exhibit A.

6. **General Provisions.**

6.1. **Law Applicable.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, except as may be superseded by the Illinois Act.

6.2. **Parties Bound.** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, assigns, creditors, receivers and all holders or possessors of any units of the Constituent Companies' stock or membership units, including, but without limitation thereto, assignees, transferees, pledgees, mortgagees, donees, trustees, and all other Persons with notice or knowledge, or chargeable with such notice or knowledge, of the provisions hereof.

6.3. **Further Action.** The parties hereto agree to take and perform such actions and execute, acknowledge, and deliver such other instruments or documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

6.4. **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter contained herein, and supersedes any prior understanding or agreement, whether written or oral, between the parties with respect to the subject matter contained herein.

6.5. **Notice.** Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the party giving the notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom such notice is to be given at the address specified herein (or at such other address as shall have been stated in a previous notice similarly given).

6.6. **Multiple Counterparts; Delivery by Facsimile or Electronic PDF.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall collectively constitute one and the same Agreement which may be sufficiently evidenced by one counterpart. This Agreement, the agreements referred to herein and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic pdf, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall reexecute original forms thereof and deliver them to all other parties. No computer or similar machine with respect to an electronic pdf to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of any such machine as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

6.7. **Headings.** The headings of the various Sections herein contained are intended for ease of reference only and are not to be construed as evidence of the intent as to the content thereof.

6.8. **Interpretation.** In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

6.9. **Time of the Essence.** Time is of the essence of this Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SIGNATURE PAGE IMMEDIATELY FOLLOWING

SIGNATURE PAGE TO THE PLAN OF MERGER AGREEMENT

IN WITNESS WHEREOF, the parties have entered into this Plan of Merger Agreement as of the Effective Date.

Midland (Florida):

Midland IRA, Inc., a Florida corporation

By: 

David A. Owens, President

Address: 1520 Royal Palm Square Blvd.
Suite 320
Fort Myers, Florida 33919

AdvantaIRA:

AdvantaIRA Trust, LLC, a Florida limited liability company

By: 

David A. Owens, Manager

Address: 1520 Royal Palm Square Blvd.
Suite 320
Fort Myers, Florida 33919

Midland (Illinois):

Midland IRA, Inc., an Illinois corporation

By: 

David A. Owens, President

Address: 1520 Royal Palm Square Blvd.
Suite 320
Fort Myers, Florida 33919

1031 Tax Free Strategies:

1031 Tax Free Strategies, LLC, a Florida limited liability company

By: 

David A. Owens, Manager

Address: 1520 Royal Palm Square Blvd.
Suite 320
Fort Myers, Florida 33919

**Exhibit A
to the
Plan of Merger Agreement**

**Midland IRA, Inc., a Florida corporation
Shareholders**

Name	Shares	% Ownership
David A. Owens	90	91.84%
Brandon Stith	8	8.16%
Total	100	100.00%