

P150000100388

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COVER LETTER

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 JAN 14 PM 6:13

TO: Amendment Section
Division of Corporations

SUBJECT: MISADA LIMITED, 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:

Richard W. Ervin, Esquire

Contact Person

Curry Law Group, P.A.

Firm/Company

750 West Lumsden Road

Address

Brandon, Florida 33511

City/State and Zip Code

RWEService@currylawgroup.com

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

For further information concerning this matter, please call:

Beth Musolino

Name of Contact Person

At (813) 653-2500

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)

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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)
MISADA, LIMITED, INC.	FLORIDA	P15000100388

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
FADEA, INC.	FLORIDA	F04000004126

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 December 29, 2015.

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 December 30, 2015.

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)

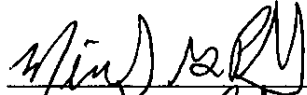
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

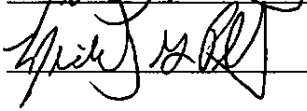
Typed or Printed Name of Individual & Title

FADEA, INC.



Michael Plumb, Director

MISADA LIMITED, INC



Michael Plumb, Director

MISADA LIMITED, INC. MERGER AGREEMENT

This Merger Agreement ("Agreement"), dated 1st day of January 2016, is entered by and between FADEA, INC. a Florida corporation, and MISADA LIMITED, INC. a Florida corporation, the two corporations acting by their respective board of directors and sometimes collectively referred to as the "constituent corporations."

FADEA, INC. is a corporation organized and existing under the laws of the State of Florida, having been incorporated on July 16, 2004. The principal address of the corporation is located at 5390 Foxchase Ave., NW, Canton, Ohio 44718, and its registered agent in charge is Frank Plumb upon whom legal process against FADEA, INC. may be served at 1933 West Brandon Blvd., Brandon, Florida 33511. David Thomson presently owns 50% interest in FADEA, INC., while Michael and Sara Plumb each own a 25% interest by operation of the Contract for Sale of FADEA, Inc. Common Stock executed contemporaneously herewith.

The authorized capital stock of FADEA, INC. consists of 200 shares of the par value of \$1 per share, of which 100 shares are presently owned by David Thomson, and Sara and Michael Plumb each own 50 shares. Section 607.1101 of the Florida Statutes confers upon FADEA, INC. the power to merge with MISADA LIMITED, INC. and converting the rights of FADEA, INC. to MISADA LIMITED, INC. including conversion of shares.

MISADA LIMITED, INC. is a corporation organized and existing under the laws of the State of Florida, having been incorporated on January 1, 2016. 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 FADEA, INC. may be served in the State of Florida at 750 West Lumsden Rd., Brandon, Florida 33511. Michael and Sara Plumb each own a 25% interest in MISADA LIMITED, INC. and David Thomson owns a 50% interest.

The authorized capital stock of MISADA LIMITED, INC. consists of 200 shares of common stock par value \$1 per share, which is presently held in the treasury of MISADA LIMITED, INC. Section 607.1101 of the Florida Statutes confers upon FADEA, INC. the power to merge with MISADA LIMITED, INC.; and the resulting corporation shall be MISADA LIMITED, INC., upon the filing and recording of the Agreement of Merger. MISADA LIMITED, INC. shall possess all the powers and property formerly possessed by FADEA, INC. by virtue of this merger.

The respective boards of directors of FADEA, INC. and MISADA LIMITED, 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, FADEA, INC. and MISADA LIMITED, 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 MISADA LIMITED, 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 FADEA, INC. into MISADA LIMITED, 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 MISADA LIMITED, 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 FADEA, INC. shall be wholly merged into MISADA LIMITED, INC. Accordingly, on the Effective Merger Date the separate existence of FADEA, 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 MISADA LIMITED, INC. shall be and become the bylaws of the surviving corporation.

ARTICLE IV.

Directors and Officers

Michael Plumb, Sara Plumb, and David Thomson are the board of directors for both corporations. Michael Plumb, Sara Plumb, and David Thomson shall remain the board of directors for MISADA LIMITED, 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 FADEA, INC., including shares held in the treasury of FADEA, INC., shall, on the merger date continue to be issued shares of common stock, par value \$1 per share, of MISADA LIMITED, 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

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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 FADEA, INC. or Frank D. Plumb," such terms shall be binding on the operation and management of MISADA LIMITED, INC. Specifically, MISADA LIMITED, INC. and its shareholders shall be bound by the following:

- (a) MISADA LIMITED, 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) MISADA LIMITED, 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 FADEA, INC. is subject to the terms and conditions of the Franchise Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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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 FADEA, INC.

For MISADA LIMITED, INC.

By: [Signature]

David Thomson

12-29-2015
Date

By: [Signature]

David Thomson

12-29-2015
Date

By: [Signature]

Michael Plumb

12/30/2015
Date

By: [Signature]

Michael Plumb

12/30/2015
Date

By: [Signature]

Sara Plumb

12/30/2015
Date

By: [Signature]

Sara Plumb

12/30/2015
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, 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 MISADA LIMITED, 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 30th day of December 2015

NOTARY PUBLIC

My Commission Expires:

Elizabeth Musolino
10-19-18

STATE OF _____

COUNTY OF _____

CURRY LAW GROUP, P.A.



BEFORE ME, the undersigned authority, personally appeared David Thomson, who is personally known to me or has produced DRIVERS License as identification, and being by me first sworn, deposes and says David Thomson executed the foregoing MISADA LIMITED, 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 29th day of December, 2015

State of Ohio
County of Stark



Susan O'Connor
Notary Public, State of Ohio
My Commission Expires 02-21-2016