

Dec 26, 2018 9:52AM
Division of Corporations

GRAY ROBINSON

No. 0526 P. 01
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Florida Department of State
Division of Corporations
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R. WHITE

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**MERGER OR SHARE EXCHANGE
MFF OPERATIONS, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$68.75

27P 12/31

SECRETARY OF STATE
TALLAHASSEE, FL

2018 DEC 28 AM 8:54

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ARTICLES OF MERGER
Merging SECRETARY OF STATE
MFF PROPERTY HOLDINGS, LLC, CLARASSEE, FL
With And Into
MFF OPERATIONS, INC.

These Articles of Merger are submitted in order to merge the Merging Entity (as defined below) into the Survivor (as defined below), in accordance with Sections 607.0302, 607.1101, 607.1105, 607.1106 and 617.1108 of the Florida Business Corporation Act, and further in accordance with Sections 605.1021, 605.1022 and 605.1025 of the Florida Revised Limited Liability Company Act (the "Merger"):

ARTICLE I

The exact name, type of entity and jurisdiction for the merging party (the "Merging Entity") are as follows:

<u>Name/Document Number</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MFF PROPERTY HOLDINGS, LLC – document #L17000041681	Florida	Limited Liability Company

ARTICLE II

The exact name, type of entity and jurisdiction for the surviving party (the "Survivor") are as follows:

<u>Name/Document Number</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MFF OPERATIONS, INC. – document #P17000016977	Florida	Corporation

ARTICLE III

The Plan of Merger pursuant to which the Merging Entity shall be merged with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

ARTICLE IV

The effective date of the Merger shall be December 31, 2018.

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ARTICLE V

The attached Plan of Merger was approved by each domestic corporation and each domestic limited liability company that is a party to the Merger in accordance with the applicable provisions of the Florida Business Corporation Act and the Florida Limited Liability Company Act.

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IN WITNESS WHEREOF, these Articles of Merger are executed this 27th day of December, 2018.

SURVIVOR:

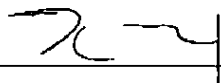
**MFF OPERATIONS, INC.,
a Florida corporation**

By:  _____

Name: Keith Mixon
Title: President

MERGING ENTITY:

**MFF PROPERTY HOLDINGS, LLC, a
Florida limited liability company**

By:  _____

Name: Keith Mixon
Title: President

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EXHIBIT A
PLAN OF MERGER

(see attached)

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PLAN OF MERGER
Merging
MFF PROPERTY HOLDINGS, LLC
With And Into
MFF OPERATIONS, INC.

SECRETARY OF STATE
TALLAHASSEE, FL

This Plan of Merger (the "Plan of Merger") was adopted and approved by all of the members of the limited liability company party to the merger and by the Board of Directors of the corporation that is a party to the merger, in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act), and Chapter 607, Florida Statutes (the Florida Business Corporation Act) (with such Chapters of the Florida Statutes referred to herein collectively as the "Acts"):

ARTICLE 1

The exact name, type of entity and jurisdiction of the merging party is as follows (the "Merging LLC"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MFF Property Holdings, LLC	Florida	Limited Liability Company (manager-managed)

ARTICLE 2

The exact name, type of entity and jurisdiction of the surviving entity is as follows (the "Survivor Corporation"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MFF Operations, Inc.	Florida	Corporation

ARTICLE 3

3.1 **The Merger.** The Merging LLC shall merge with and into Survivor Corporation (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging LLC shall cease, and the Survivor Corporation shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging LLC and the Survivor Corporation will cause Articles of Merger to be filed with the Florida Department of State in such form as required by, and executed in accordance with, the relevant provisions of the Acts. The Merger shall become effective as of December 31, 2018 (the "Effective Time").

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3.3 **Additional Action.** The Survivor Corporation shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of the Merging LLC or the Survivor Corporation, in order to vest or to perfect or confirm of record in the Survivor Corporation the title to any property, rights (including contract rights), privileges, powers, licenses, and franchises of the Merging LLC or the Survivor Corporation.

ARTICLE 4

4.1 **Relationship of Merging Parties.** The Merging LLC is owned by Keith Mixon and Marie Mixon, Husband and Wife. The Survivor Corporation is owned by Keith Mixon.

4.2 **Manner and Basis of Converting Interests Generally.**

(a) The authorized stock of the Survivor Corporation consists of One Thousand (1,000) shares of common stock, par value \$0.01 per share (referred to herein as "Survivor Corporation's Stock), of which One Hundred (100) shares are presently issued and outstanding.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the members of the Merging LLC:

(i) each one percent (1%) membership interest in the Merged LLC outstanding immediately prior thereto shall represent the right to receive and be converted into one (1) share of the Survivor Corporation's Stock; and

(ii) each share of Survivor Corporation's Stock that is issued and outstanding immediately prior to the Effective Time will remain issued and outstanding.

4.3 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any interests of the Merging LLC or the Survivor Corporation outstanding prior to the Effective Time, no conversion of such rights is necessary.

4.4 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging LLC Interests in connection with the Merger.

(b) From and after the Effective Time, no Merging LLC Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Acts. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging LLC Interest will be required; instead, from and after the Effective Time, all Merging LLC Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging LLC shall be closed and no transfer of Merging LLC Interests shall thereafter be made.

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ARTICLE 5

5.1 **Rights and Obligations of the Merging LLC.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Acts, from and after the Effective Time: (i) the Survivor Corporation shall possess all rights, privileges and powers of the Merging LLC, (ii) all property and assets of the Merging LLC, including all contract rights, shall vest in the Survivor Corporation without any further act or deed, and (iii) the Survivor Corporation shall assume and be liable for all liabilities and obligations of the Merging LLC.

5.2 **Survivor Corporation Articles of Incorporation.** The Articles of Incorporation of the Survivor Corporation in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Survivor Corporation immediately following the Merger.

5.3 **Survivor Corporation Bylaws.** The Bylaws of the Survivor Corporation in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Survivor Corporation immediately following the Merger.

5.4 **Merging LLC's Organizational Documents.** The Articles of Organization, Operating Agreement and all other organizational documents, agreements and instruments relating to the Merging LLC shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 **Amendment.** The Merging LLC and the Survivor Corporation may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the members of the Merging LLC and the Board of Directors of Survivor Corporation shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and approved by the requisite members of the Merging LLC and the Board of Directors of Survivor Corporation.

6.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging LLC and the Survivor Corporation) upon mutual written consent of the Merging LLC and the Survivor Corporation.

6.3 **Member Approval.** The respective obligations of the Merging LLC and the Survivor Corporation to effect the Merger shall be subject to the Merging LLC and the Survivor Corporation obtaining the requisite approval of the members of the Merging LLC and the Board of Directors of the Survivor Corporation, all as required by the Acts, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Acts, the directors and officers of the Survivor Corporation and the members of the Merging LLC are hereby authorized and directed to cause Articles of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.