

P170000071283

(Requestor's Name)

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(City/State/Zip/Phone #)

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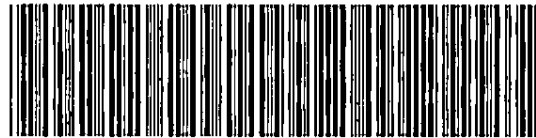
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SADDLE CREEK HOMES 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:

PEDRO ALFAYA

Contact Person

SADDLE CREEK HOMES INC

Firm/Company

PO BOX 1381

Address

BRADENTON, FL 34206

City/State and Zip Code

palfaya@saddlecreekhomes.net

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

For further information concerning this matter, please call:

PEDRO ALFAYA

Name of Contact Person

At (321) 362-9977

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)
SADDLE CREEK HOMES INC	FLORIDA	P17000071283

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
SADDLE CREEK HOMES INC	FLORIDA	P17000071283
REALTY SOLUTIONS WFL CORP	FLORIDA	P17000074461

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
02/26/2018 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
02/26/2018 and shareholder approval was not required.

(Attach additional sheets if necessary)

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

SADDLE CREEK HOMES INC

Payase

PEDRO P ALFAYA, PRESIDENT

REALTY SOLUTIONS WFL CORP

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PEDRO P ALFAYA, PRESIDENT

PLAN AND AGREEMENT OF MERGER

THIS PLAN OF MERGER (this Plan), dated as of the 26th day of February, 2018, is made by and between SADDLE CREEK HOMES INC., a Florida corporation ("Surviving Corporation"), and REALTY SOLUTIONS WFL, CORP, a Florida corporation ("Merging Corporation"). The Surviving Corporation and the Merging Corporation are sometimes referred to herein collectively as the "Parties" and individually as a "Party." The Surviving Corporation is sometimes referred to herein as the "Surviving Corporation."

STATEMENT OF FACTS

A. The Parties deem it advisable and in the best interests of each of them and their respective shareholder's that the Merging Corporation shall be merged with and into the Surviving Corporation under the terms and conditions stated herein, such merger to be effected pursuant to the laws of the State of Florida (the "Merger").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. The Merging Corporation shall merge with and into the Surviving Corporation, with the Surviving Corporation to be the Surviving Corporation. The separate existence of the Merging Corporation shall cease as of the date of filing of the Certificate or Articles of Merger (the "Effective Date"), except insofar as it may be continued by applicable law or in order to carry out the purposes of this Plan and except as continued by the Surviving Corporation.
2. The Certificate of Incorporation of the Surviving Corporation, in effect on the date hereof, shall continue in full force and effect as the charter document of the Surviving Corporation and the name of the Surviving Corporation shall be the same as the Surviving Corporation until the same shall be altered, amended or repealed, as provided therein or in accordance with the laws of the State of Florida.
3. Upon the Effective Date and without further action by any person or entity, the equity interests of the Merging Corporation shall not be converted in any manner, but all such interests shall be surrendered and extinguished. As the Surviving Corporation is the sole holder of all equity interest in the Merging Corporation, no consideration of any type will be given for the Merging Corporation's equity. The rights and obligations of each of the Surviving Corporation's shareholders shall be unchanged after the Effective Date from their status immediately prior to the Effective Date.
4. The bylaws of the Surviving Corporation, as they exist as of the date hereof, shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended or repealed, as provided therein or in accordance with the laws of the State of Florida.
5. The directors and officers of the Surviving Corporation, as they exist on the date hereof, shall continue in office until the next annual meetings of the shareholders or directors of the Surviving Corporation, respectively, or until their earlier resignation or removal.
6. Upon the Effective Date, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Parties; all debts due to either of the Parties, on whatever account, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and every other interest of either Party shall be as effectively the property of the Surviving Corporation as they were of the respective Parties; the title to any real estate vested by deed or otherwise in either Party shall not revert or be

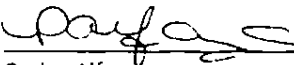
in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either Party shall be preserved unimpaired; all debts, liabilities and duties of the Parties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Parties against all such debts, liabilities and duties and all claims and demands arising out of the Merger.

7. As and when requested by the Surviving Corporation or its successors or assigns, the Merging Corporation will execute and deliver, or cause to be executed and delivered, all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable, in order to properly vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Parties acquired by the Surviving Corporation by reason of or as a result of the Merger or to carry out the intent and purposes hereof; and the officers and directors of the Merging Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.


8. The directors and officers of the Surviving Corporation are hereby authorized, empowered, and directed to do any and all acts and things and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

IN WITNESS WHEREOF, the Parties, pursuant to the approval and authority given by resolutions adopted by their respective Boards of Directors and/or shareholders, have caused this Plan to be executed as of the date first above written.

MERGING CORPORATION:
REALTY SOLUTIONS WFL CORP
a Florida Corporation
By: Saddle Creek Homes Inc.

By: 
Pedro Alfaya
President

SURVIVING CORPORATION:
SADDLE CREEK HOMES INC.
a Florida Corporation

By: 
Pedro Alfaya
President