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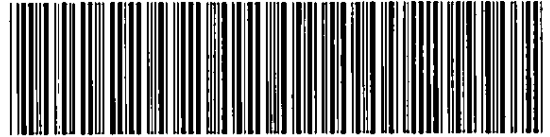
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**DATE: 6/12/18**

**NAME: JAY ROBB ENTERPRISES, INC**

**TYPE OF FILING: MERGER**

**COST: 78.75**

**RETURN: CERTIFIED COPY PLEASE**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

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18 JUN 12 AM 8:30

**ARTICLES OF MERGER**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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>
JAY ROBB ENTERPRISES, INC.	Florida	P18000051700

**SECOND:** The name and jurisdiction of the merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number:</u>
JAY ROBB ENTERPRISES	California	N/A

**THIRD:** The Plan of Merger is attached as Exhibit A (the "Plan of Merger").


**FOURTH:** The merger is to become effective upon the filing of these Articles of Merger with the Florida Department of State.

**FIFTH:** Adoption of Merger by surviving corporation – The Plan of Merger was adopted by the board of directors and the sole shareholder of the surviving corporation on June 11, 2018.


**SIXTH:** Adoption of Merger by merging corporation – The Plan of Merger was adopted by the board of directors and the sole shareholder of the merging corporation on June 11, 2018.

**IN WITNESS WHEREOF**, these Articles of Merger are hereby executed this 11 day of June, 2018.

**JAY ROBB ENTERPRISES, INC.,**  
a Florida Corporation

By:   
Name: Jay Robb  
Title: President and Secretary

**JAY ROBB ENTERPRISES,**  
a California Corporation

By:   
Name: Jay Robb  
Title: President and Secretary

**EXHIBIT A**

PLAN OF MERGER

(Attached)

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Plan"), is adopted as of June 11, 2018, by Jay Robb Enterprises, Inc., a Florida corporation, as the surviving corporation ("JRE Florida"), and Jay Robb Enterprises, a California corporation, as the merging corporation ("JRE California") (JRE Florida and JRE California are collectively referred to as the "Constituent Companies").

### **RECITALS**

WHEREAS, the board of directors of each of the Constituent Companies have approved this Plan, in compliance with the Florida Business Corporation Act (the "FBCA"), Florida Statutes Section 607.1104, and Section 1110 of the California Corporations Code, and the merger of JRE California with and into JRE Florida (the "Merger") upon the terms and subject to the conditions set forth in this Plan, and declared this Plan to be advisable and in the best interest of the Constituent Companies and their shareholders;

WHEREAS, the Constituent Companies desire to set forth the terms of the Merger;

WHEREAS, it is intended that the Merger qualify as a tax-free "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, this Plan is intended to be a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-1(c) and 1.368-3.

NOW, THEREFORE, the Constituent Companies hereby adopt this Plan as follows:

### **ARTICLE 1 – MERGER**

1.1 **Effect of Merger.** On the Effective Date (as defined in Section 1.2), the separate existence of JRE California shall cease and JRE California shall be merged into JRE Florida. As of the Effective Date, JRE Florida shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions and duties of JRE California; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due JRE California, shall be deemed to be transferred to and vested in JRE Florida without further act or deed, and the title to any property or any interest therein, vested in JRE California, shall not revert to or be in any way impaired by reason of the Merger. The Merger shall otherwise have the effects set forth in Section 607.1106 of the FBCA and the applicable provisions of the California Corporations Code.

1.2 **Filing of Articles of Merger; Effective Date.** If this Plan is not terminated or abandoned as permitted by this Plan, Articles of Merger shall be filed and recorded in accordance with the applicable provisions of the California Corporations Code and the FBCA, respectively. The Merger shall become effective on the date and time the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

**1.3 Articles of Incorporation; Bylaws and Management of JRE Florida.**

(1) The Articles of Incorporation and Bylaws of JRE Florida, as in effect immediately prior to the Effective Date of the Merger, shall continue as the Articles of Incorporation (the "Surviving Articles") and Bylaws (the "Surviving Bylaws") of JRE Florida until the same shall thereafter be altered, amended or repealed in accordance with their terms or the applicable provisions of the FBCA.

(2) The officers and directors of JRE Florida, as in effect immediately prior to the Effective Date of the Merger, shall continue as the officers and directors of JRE Florida, each to hold office in accordance with the laws of the FBCA, the Surviving Articles and the Surviving Bylaws.

1.4 **No Other Shareholders.** The sole shareholder of JRE California has approved this Plan. Accordingly, there are no shareholders of JRE California who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes.

**ARTICLE II – EFFECT ON CONSTITUENT COMPANIES CAPITAL STOCK**

2.1 **Cancellation of JRE California Shares.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Companies, each share of common stock of JRE California issued and outstanding immediately prior to the Effective Date shall automatically be redeemed, retired and cancelled and shall cease to exist, and no cash or other consideration shall be delivered in exchange therefor.

2.2 **JRE Florida Shares.** Each share of common stock of JRE Florida issued and outstanding immediately prior to the Effective Date shall remain outstanding and unchanged after the Merger and shall thereafter constitute all of the issued and outstanding shares of the capital stock of JRE Florida.

**ARTICLE III – TERMINATION, AMENDMENT AND WAIVER**

3.1 **Amendment; Termination.** At any time prior to the Effective Date, this Plan may be amended or terminated, notwithstanding any prior approval of this Plan by the shareholders of the Constituent Companies. In the event of termination of this Plan, this Plan shall become void and of no effect and there shall be no liability on the part of the Constituent Companies with respect thereto.

3.2 **Extension; Waiver.** At any time prior to the Effective Date, subject to applicable law, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto, or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

#### ARTICLE IV – MISCELLANEOUS

4.1 **Third Party Beneficiaries.** This Plan shall not confer any rights or remedies upon any person other than as expressly provided herein or as otherwise required by applicable law.

4.2 **Further Assurances.** If at any time JRE Florida shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in JRE Florida the title to any property or rights of JRE California or to otherwise carry out the provisions hereof, the proper officers and directors of JRE California, as of the Effective Date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in JRE Florida and to otherwise carry out the provisions hereof.


4.3. **Implementation and Interpretation.** This Plan shall be implemented and interpreted by the Board of Directors of JRE Florida, (a) who shall have full power and authority to delegate and assign any matters covered hereunder to any other party(ies), including, without limitation, any officers of JRE California or JRE Florida, as the case may be, and (b) the interpretations and decisions of which shall be final, binding, and conclusive on all parties.

4.4 **Severability.** Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Plan.


*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

**Jay Robb Enterprises**, a California corporation

By:   
Jay Robb, President

**Jay Robb Enterprises, Inc.**, a Florida corporation

By:   
Jay Robb, President