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### MERGER OR SHARE EXCHANGE

Lenox Partners, Inc.

Certificate of Status	0
Certified Copy	1
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**ARTICLES OF MERGER  
OF  
LENOX AVENUE PARTNERS, INC.  
(a Texas corporation)**

SECRETARY OF STATE  
TALLAHASSEE, FL

**WITH AND INTO**

**LENOX PARTNERS, INC.  
(a Florida corporation)**

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act and Section 1.002(55)(B) of the Texas Business Organizations Code, the undersigned does hereby adopt, and the surviving corporation delivers for filing, the following Articles of Merger for the purpose of merging Lenox Avenue Partners, Inc., a Texas corporation (the "Merging Corporation"), with and into Lenox Partners, Inc., a Florida corporation (the "Surviving Corporation").

**First:** The name and jurisdiction of the Surviving Corporation is Lenox Partners, Inc., a Florida corporation.

**Second:** The name and jurisdiction of the Merging Corporation is Lenox Avenue Partners, Inc., a Texas corporation.

**Third:** The Agreement and Plan of Merger provides as follows:

- i. At the effective time of the merger, the Merging Corporation shall merge with and into the Surviving Corporation, and the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall survive and continue to exist as a corporation incorporated under the laws of the State of Florida.
- ii. Upon completion of the merger, each outstanding share of the Merging Corporation's common stock will be converted into the right to receive 1 share of the Surviving Corporation's common stock (the "Merger Consideration").
- iii. There will be no changes to the Articles of Incorporation of the Surviving Corporation resulting from the merger.

**Fourth:** The Agreement and Plan of Merger was approved by the Board of Directors and the shareholder of the Merging Corporation on September 30, 2018.

**Fifth:** The Agreement and Plan of Merger was approved by the Board of Directors and the shareholder of the Surviving Corporation on September 30, 2018.

**Sixth:** The merger will be effective at 12:00 a.m. Eastern Daylight Savings Time on the date the Articles of Merger are filed with the Florida Department of State.

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IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be executed on the 30th day of September, 2018.

SURVIVING CORPORATION:

LENOX PARTNERS, INC., a  
Florida Corporation

By: 

Name: Gary G. Love

Title: President

MERGED CORPORATION

LENOX AVENUE PARTNERS,  
INC., a Texas corporation

By: 

Name: Gary G. Love

Title: President

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## PLAN OF MERGER

**THIS PLAN OF MERGER** ("Plan of Merger"), dated effective as of October 2, 2018 (the "Effective Date"), is entered into by and between Lenox Avenue Partners, Inc., a Texas corporation (the "Merging Corporation"), and Lenox Partners, Inc., a Florida corporation (the "Surviving Corporation").

## WITNESSETH

**WHEREAS**, the Merging Corporation desires to change its place of incorporation from Texas to Florida through a merger with and into the Surviving Corporation, a corporation newly formed in Florida;

**WHEREAS**, the Merging Corporation is currently an S corporation and intends for its S corporation election to remain in effect for the Surviving Corporation from and after the merger;

**WHEREAS**, the current holder of the issued and outstanding shares of the Merging Corporation will be the holder of the issued and outstanding shares of the Surviving Corporation, in the same number;

**WHEREAS**, the Surviving Corporation does not hold any property or have any tax attributes immediately before the contemplated merger;

**WHEREAS**, the Surviving Corporation and the Merging Corporation are entering into this Plan of Merger, which contemplates the merger ("Merger") of the Merging Corporation with and into the Surviving Corporation upon the terms and conditions provided herein and pursuant to Section 1.002(55)(B) of the Texas Business Organizations Code (the "Texas BOC") and Section 607.1101 of the Florida Business Corporation Act (the "Florida Act") in a transaction that is intended to qualify as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Board of Directors of the Surviving Corporation (the "Board") deems it in the best interests of the Surviving Corporation, on the one hand, and the Merging Corporation and its shareholder, on the other hand, that the Merging Corporation be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving entity of the Merger, and the Board has approved this Plan of Merger and has authorized its execution and delivery.

**NOW, THEREFORE**, in consideration of the premises and the agreements herein contained and in accordance with the Texas BOC and the Florida Act, the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect:

## ARTICLE 1

### The Merger

1.01 The Merger. Upon the terms and subject to the conditions of this Plan of Merger, at the Effective Time (as defined below), in accordance with the Texas BOC and the Florida Act, the Merging Corporation shall be merged with and into the Surviving Corporation. Following the Merger, the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall survive and continue to exist as a corporation incorporated under the laws of the State of Florida.

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**1.02 Effective Time of Merger.** Upon the terms and subject to the conditions of this Plan of Merger, the parties hereto shall (i) file the Articles of Merger in accordance with Section 607.1105 of the Florida Act with the Florida Secretary of State, and (ii) file the Certificate of Merger in accordance with the provisions of the Texas BOC. The Merger shall become effective as of 12:00 a.m. Eastern Daylight Savings Time on the Effective Date (the “Effective Time”).

## **ARTICLE 2**

### **Effects of the Merger**

#### **2.01 General.**

(a) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Texas BOC and the Florida Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Surviving Corporation and the Merging Corporation shall vest in the Surviving Corporation, and all liabilities and duties of the Surviving Corporation and the Merging Corporation shall become the liabilities and duties of the Surviving Corporation.

(b) . If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Surviving Corporation or the Merging Corporation acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out the Plan of Merger, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of either of the Surviving Corporation or the Merging Corporation, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such entities or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation.

(c) The sole director and sole officer of the Merging Corporation immediately prior to the Effective Time shall be the sole director and sole officer of the Surviving Corporation, in each case until his successors are duly elected or appointed and qualified or until his earlier death, resignation or removal, subject to the terms of the Surviving Corporation’s bylaws and any applicable employment or other agreements.

(d) Upon the Effective Time, each issued and outstanding share of the Merging Corporation shall be converted into one share of the Surviving Corporation’s common stock. The common stock of the Surviving Corporation shall be issued in respect of the common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time, and there shall be no change in the ownership of the Merging Corporation (and resulting Surviving Corporation) as a result of the Merger.

**2.02 Tax Treatment.** The parties to the Merger intend for the Merger to be treated as a reorganization under Section 368(a)(1)(F) of the Code.

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