

19000082994



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*[Handwritten signature]*

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(Business Entity Name)

(Document Number)

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D CONWELL



**RESUBMIT**

Please give original  
submission date as file date

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 15, 2020

SC

SUBJECT: POLEN FAMILY HOLDINGS, INC.  
Ref. Number: P19000082994

We have received your document for POLEN FAMILY HOLDINGS, INC. and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.607.1622(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Terri J Schroeder  
Regulatory Specialist III

Letter Number: 020A00001098

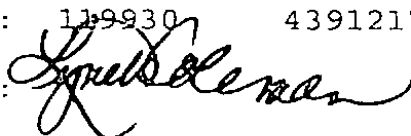
20 JAN 20 10:59

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-358-1500

ACCOUNT NO. : I20000000195

REFERENCE : 119930 4391217

AUTHORIZATION :



COST LIMIT : \$ 70.00

ORDER DATE : January 2, 2020

ORDER TIME : 10:31 AM

ORDER NO. : 119930-010

CUSTOMER NO: 4391217

ARTICLES OF MERGER

POLEN CAPITAL MANAGEMENT, INC.

INTO

POLEN FAMILY HOLDINGS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
☒ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF MERGER**  
**BETWEEN**  
**POLEN FAMILY HOLDINGS, INC.**  
**&**  
**POLEN CAPITAL MANAGEMENT, INC.**  
**(Profit Corporations)**

FILED  
SECRETARY OF STATE  
2020 JAN 14 PM 3:15

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 of the surviving corporation is POLEN FAMILY HOLDINGS, INC., a Florida corporation. Its Document Number is P19000082994.

**SECOND:** The name of the merging corporation is POLEN CAPITAL MANAGEMENT, INC., a New York corporation.

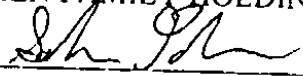
**THIRD:** The Agreement and Plan of Merger ("Plan") is attached.

**FOURTH:** The merger shall be effective at the later of when: (a) all documents required to be filed with the New York Secretary of State to effect the merger have become effective; and (b) these Articles of Merger take effect in Florida as evidenced by the Florida Department of State accepting the filing.

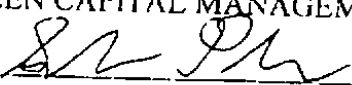
**FIFTH:** The Plan was adopted by the directors and shareholders of the surviving corporation on December 28, 2019.

**SIXTH:** The Plan was adopted by the directors and shareholders of the merging corporation on December 28, 2019.

POLEN FAMILY HOLDINGS, INC.

By   
SOLOMON POLEN, President January 12<sup>th</sup>, 2020

POLEN CAPITAL MANAGEMENT, INC.

By   
SOLOMON POLEN, President January 12<sup>th</sup>, 2020

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 28, 2019 (this "Agreement"), is entered into by and between Polen Family Holdings, Inc., a Florida corporation ("PFHI"), and Polen Capital Management, Inc., a New York corporation ("PCMI"). PFHI and PCMI are hereinafter collectively referred to as the "Constituent Corporations".

### W I T N E S S E T H:

WHEREAS, PFHI is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, PCMI is a corporation duly organized and validly existing under the laws of the State of New York, originally incorporated on January 30, 1979 under the name "David M. Polen Company, Inc.";

WHEREAS, the respective Boards of Directors of PFHI and PCMI have determined that it is advisable and in the best interests of such corporations and their stockholders that PCMI merge with and into PFHI upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder; and

WHEREAS, the directors and shareholders of PFHI and PCMI have approved this Agreement, by execution of unanimous written consents in accordance with Section 607.1107 of the Florida Business Corporation Act and Section 904 of the New York Business Corporation Consolidated Laws

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, PFHI and PCMI agree as follows:

1. Merger. PCMI shall be merged with and into PFHI (the "Merger") such that PFHI shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretaries of State of the States of Florida and New York and the Merger shall become effective at the time provided by applicable law (the "Effective Date").

2. Governing Documents. The Certificate of Incorporation of PFHI shall be the Certificate of Incorporation of the Surviving Corporation, upon the consummation of the Merger, and the By-Laws of PFHI shall be the By-Laws of the Surviving Corporation, upon the consummation of the Merger.

3. Directors. The persons who are directors of PCMI immediately prior to the Effective Date shall, on and after the Effective Date, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

4. Officers. The persons who are officers of PFHI immediately prior to the Effective Date shall, on and after the Effective Date, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

5. Succession. On the Effective Date, the separate corporate existence of PCMI shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of PCMI shall be preserved and unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties have been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations by PCMI, its shareholders, Board of

Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to PCMI. The employees and agents of PCMI shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of PCMI.

6. Capitalization.

The capitalization of PCMI is: 200 shares authorized all without par value and all of which have been issued consisting of 20 shares of Class A Voting Common Stock ("Class A Stock") and 180 shares of Class B Non-Voting Common Stock (with certain exceptions described below) ("Class B Stock").

Class A Common Stock and Class B Common Stock have equal dividend and liquidation preferences, but Class A Common Stock has and shall have voting rights on all action required, or permitted by law to be approved by the stockholders and the Class B Common Stock has and shall have no voting rights.

The capitalization of PFHI is: 200 shares authorized all without par value and all of which have been issued consisting of 20 shares of Voting Common Stock ("Voting Common Stock") and 180 shares of Non-Voting Common Stock (with certain exceptions described below) ("Non-Voting Common Stock").

Voting Common Stock and Non-Voting Common Stock have equal dividend and liquidation preferences, but Voting Common Stock has and shall have voting rights on all

action required, or permitted by law to be approved by the stockholders and the Non-Voting Common Stock has and shall have no voting rights.

7. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of PCMI such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of PCMI, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of PCMI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. Conversion of Shares. On and after the Effective Date, by virtue of the Merger and without any action on part of the holder thereof, (i) each share of PCMI Class A Common Stock, issued and outstanding immediately prior to the Effective Date shall be charged and converted into one (1) validly issued, fully paid and non-assessable share of PFHI Voting Common Stock; (ii) each share of PCMI Class B Common Stock, issued and outstanding immediately prior to the Effective Time shall be changed and converted into one (1) validly issued, fully paid and non-assessable share of PFHI Non-Voting Common Stock. On and after the Effective Date, the Surviving Corporation shall reflect in its stock ledger the number of shares of PCMI Stock to which each shareholder of PFHI is entitled to pursuant to the terms hereof.

9. Amendment. The parties hereto by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Date.

10. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, PCMI and PFHI have caused this Agreement to be executed and delivered as of the date first written above.

POLEN CAPITAL MANAGEMENT, INC.,  
a New York Corporation

By:   
SOLOMON POLEN, President

POLEN FAMILY HOLDINGS, INC.,  
a Florida Corporation

By:   
SOLOMON POLEN, President