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(Requestor's Name)

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(City/State/Zip/Phone #)

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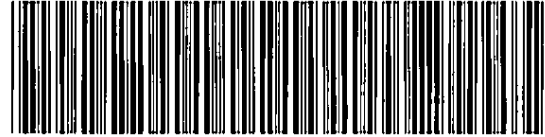
(Business Entity Name)

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Certified Copies _____ Certificates of Status _____

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2020 DEC 14 AM 8:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEC 14 2020

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 12/14/2020

****WALK IN****

ENTITY NAME MARK THREE HOLDCO, INC.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE' / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED UP TO \$200.00

ACCOUNT #: I20160000072

Please call Tina at the above number for any issues or concerns. Thank you so much!

ARTICLES OF SHARE EXCHANGE

The following Articles of Share Exchange are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act (the "Act").

1. The name and jurisdiction of the acquiring entity: MARK THREE HOLDCO, INC., a Florida corporation (the "Acquiring Entity")

2. The name and jurisdiction of the acquired entity: MARK TWO ENGINEERING, INC., a Florida corporation (the "Acquired Entity")

3. The Acquiring Entity, the Acquired Entity and Cheryl L. Box, the sole director of each of the Acquiring Entity and the Acquired Entity, and the sole shareholder of each of the Acquiring Entity and the Acquired Entity, have entered into that certain Agreement and Plan of Share Exchange dated effective as of December 11, 2020 (the "**Plan of Share Exchange**"). pursuant to which Cheryl L. Box shall exchange One Hundred percent (100%) of the issued and outstanding shares of common stock of the Acquired Company for One Hundred percent (100%) of the issued and outstanding shares of common stock of the Acquiring Company, pursuant to and in accordance with the provisions of Section 607.1102 of the Act (the "**Share Exchange**").

4. The Plan of Share Exchange was approved and adopted by the sole director and the sole shareholder of the Acquired Company on December 11, 2020.

5. Pursuant to Section 607.0123 of the Act, the Share Exchange shall be effective upon the filing of these Articles of Share Exchange with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, the parties have caused these Articles of Share Exchange to be duly signed this 11th day of December, 2020.

MARK TWO ENGINEERING, INC., a
Florida corporation

By: Cheryl L. Box
Name: Cheryl L. Box
Title: President

MARK THREE HOLDCO, INC., a Florida
corporation

By: Cheryl L. Box
Name: Cheryl L. Box
Title: President

FILED
2020 DEC 11 AM 8:49
CLERK OF THE
COURT
STATE OF FLORIDA

AGREEMENT AND PLAN OF SHARE EXCHANGE

THIS AGREEMENT AND PLAN OF SHARE EXCHANGE (this "Agreement"), dated effective as of December 11, 2020 (the "Effective Date"), is entered into by and among MARK TWO ENGINEERING, INC., a Florida corporation (the "Acquired Company"), MARK THREE HOLDCO, INC., a Florida corporation (the "Acquiring Company") and CHERYL L. BOX, an individual resident of the State of Florida (the "Shareholder", and together with the Acquired Company and the Acquiring Company, each a "Party" and together, the "Parties").

RECITALS:

WHEREAS, the Shareholder is the sole director of each of the Acquired Company and the Acquiring Company, and is the sole shareholder of each of the Acquired Company and the Acquiring Company;

WHEREAS, the Shareholder, as the sole director of the Acquiring Company, has previously made an election under section 1362(a) of the Internal Revenue Code of 1986, as amended (the "Code") to be an S corporation (as such term is defined in the Code);

WHEREAS, the Shareholder owns One Hundred Percent (100%) of the issued and outstanding shares of capital stock of the Acquired Company (the "Shares");

WHEREAS, the Parties wish to cause the Acquired Company to become a wholly-owned subsidiary of the Acquiring Company by way of a share exchange within the meaning of Section 607.1102 of the Florida Business Corporation Act (the "FBCA") where the Shareholder will transfer to the Acquiring Company all of the Shares in exchange for One Thousand (1,000) shares of common stock of the Acquiring Company (the "New Shares"), representing One Hundred Percent (100%) of the issued and outstanding shares of capital stock of the Acquiring Company (collectively, the "Share Exchange");

WHEREAS, the Shareholder, as the sole director and the sole shareholder of the Acquired Company has approved this Agreement and the Share Exchange; and

WHEREAS, the Shareholder, as the sole director and the sole shareholder of the Acquiring Company has approved this Agreement and the Share Exchange.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Share Exchange.**

(a) As of the Effective Time, the Shareholder hereby assigns, grants, transfers and delivers to the Acquiring Company, and the Acquiring Company hereby accepts from the

Shareholder, all of the Shareholder's rights, title and interest in the Shares, free and clear of any liens, in exchange for the New Shares.

(b) As of the Effective Time, the Acquiring Company hereby issues the New Shares to the Shareholder.

(c) The Parties shall cause Articles of Share Exchange substantially in the form attached as Exhibit A to be executed and filed with the Florida Secretary of State (the "Secretary of State"). The Share Exchange shall become effective as of such date and time that the Articles of Share Exchange are filed with the Secretary of State (the "Effective Time").

3. **Effects of the Share Exchange.** The effects and consequences of the Share Exchange shall be as set forth in this Agreement and the FBCA, including the following:

(a) Following the Effective Time, the Acquired Company shall become a wholly owned subsidiary of the Acquiring Company;

(b) Following the Effective Time, the Shareholder shall remain the sole shareholder of the Acquiring Company.

4. **Representations and Warranties of the Acquiring Company.** The Acquiring Company hereby represents and warrants as follows:

(a) **Organization, Good Standing.** The Acquiring Company is a corporation duly organized and validly existing and in good standing under the laws of the State of Florida, and has the requisite power and authorization to own properties and to carry on its business as proposed to be conducted.

(b) **Authorization.** All corporate action on the part of the Acquiring Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the Share Exchange and the performance of all obligations of the Acquiring Company hereunder and thereunder, and the authorization of the Share Exchange, including the issuance of the common stock, have been taken on or prior to the date hereof and no further filing, consent, or authorization is required by the Acquiring Company, its board of directors or its shareholders. This Agreement has been duly executed and delivered by the Acquiring Company, and constitutes the legal, valid and binding obligations of the Acquiring Company, enforceable against it in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) **Valid Issuance of New Shares.** The New Shares, when issued and delivered in accordance with the terms of this Agreement, for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable.

5. **Representations and Warranties of the Shareholder and the Acquired Company.** The Shareholder and the Acquired Company hereby represent and warrant as follows:

(a) Organization, Good Standing. The Acquired Company is a corporation duly organized and validly existing and in good standing under the laws of the State of Florida, and has the requisite power and authorization to own its properties and to carry on its business as now being conducted.

(b) Authorization.

(1) All corporate action on the part of the Acquired Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the Share Exchange and the performance of all obligations of the Acquired Company hereunder and thereunder, and the authorization of the Share Exchange, have been taken on or prior to the date hereof and no further filing, consent, or authorization is required by the Acquired Company, its board of directors or its shareholders. This Agreement has been duly executed and delivered by the Acquired Company, and constitutes the legal, valid and binding obligations of the Acquired Company, enforceable against it in accordance with its terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(2) The Shareholder has full power and authority to enter into this Agreement, to perform her obligations hereunder and to consummate the transactions contemplated hereby and has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of her obligations hereunder and the consummation of the transactions contemplated hereby.

(c) Ownership of Shares. The Shareholder owns and holds, beneficially and of record, the entire right, title, and interest in and to Shares free and clear of all rights and liens. The Shareholder has full power and authority to transfer and dispose of the Shares free and clear of any right or lien.

(d) Consents; Waivers. No consent, waiver, approval or authority of any nature, or other formal action, by any Person (as defined below), not already obtained, is required in connection with the execution and delivery of this Agreement by the Shareholder or the Acquired Company or the consummation by either of them of the transactions provided for herein and therein. For purposes of this Agreement, "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

6. Covenants. Effective as of the Effective Time, the Shareholder shall cause the Acquiring Company to file IRS Form 8869 and elect to treat the Acquired Company as a "qualified subchapter S subsidiary" (as such term is defined in Code Section 1361).

7. Exemption from Registration. The New Shares are being issued to the Shareholder pursuant to this Agreement in reliance on specific exemptions from the registration requirements of United States federal and state securities laws.

8. Tax Treatment. The Parties intend that the Share Exchange, together with the Acquiring Company's election to treat the Acquired Company as a "qualified subchapter S

subsidary" of the Acquiring Company, will be treated as a "reorganization" within the meaning of Code Section 368(a), and this Agreement will constitute a "plan of reorganization" pursuant to Code Section 368(a) and the Treasury Regulations thereunder.

9. Miscellaneous.

(a) This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, representations, warranties and agreements, both written and oral, with respect to such subject matter.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(d) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(e) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each of the Parties affected by such amendment. No waiver by any Party of any provision hereof shall be effective unless set forth in writing and signed by such Party.

(f) If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(g) This Agreement, including all Exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Miami-Dade County, and any appellate court having jurisdiction thereof. Each Party irrevocably

and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by telephonic or electronic facsimile or other means of transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered effective as of the Effective Date.

ACQUIRED COMPANY:

MARK TWO ENGINEERING, INC., a
Florida corporation

By: Cheryl L. Box
Name: Cheryl L. Box
Title: President

ACQUIRING COMPANY:

MARK THREE HOLDCO, INC., a Florida
corporation

By: Cheryl L. Box
Name: Cheryl L. Box
Title: President

SHAREHOLDER:

Cheryl L. Box
Cheryl L. Box, individually

Exhibit A

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3. The Acquiring Entity, the Acquired Entity and Cheryl L. Box, the sole director of each of the Acquiring Entity and the Acquired Entity, and the sole shareholder of each of the Acquiring Entity and the Acquired Entity, have entered into that certain Agreement and Plan of Share Exchange dated effective as of December 11, 2020 (the "**Plan of Share Exchange**"). pursuant to which Cheryl L. Box shall exchange One Hundred percent (100%) of the issued and outstanding shares of common stock of the Acquired Company for One Hundred percent (100%) of the issued and outstanding shares of common stock of the Acquiring Company, pursuant to and in accordance with the provisions of Section 607.1102 of the Act (the "**Share Exchange**").

4. The Plan of Share Exchange was approved and adopted by the sole director and the sole shareholder of the Acquired Company on December 11, 2020.

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MARK TWO ENGINEERING, INC., a
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By: Cheryl L. Box
Name: Cheryl L. Box
Title: President

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corporation

By: Cheryl L. Box
Name: Cheryl L. Box
Title: President