

Apr. 13. 2023 11:37AM

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Florida Department of State

Division of Corporations

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Division of Corporations

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****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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MERGER OR SHARE EXCHANGE

True Abbey Holdings, Inc.

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COVER LETTER

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TO: Amendment Section
Division of Corporations

SUBJECT: TRUE ABBEY HOLDINGS, INC.

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

TUCKER THONI, ESQ.

Contact Person

GRAYROBINSON, P.A.

Firm/Company

301 E. Pine St, Suite 1400

Address

Orlando, Florida 32801

City/State and Zip Code

Tucker.Thoni@gray-robinson.com

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

For further information concerning this matter, please call:

Tucker Thoni, Esq

Name of Contact Person

At (407) 244-5627

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER
OF
TEAM TRUE, LLC, a Florida limited liability company
INTO
TRUE ABBEY HOLDINGS, INC., a Florida corporation

CIS-138326
p23-257

1. Team True, LLC, a Florida limited liability company ("Team True") (Document L15000138326) and True Abbey Holdings, Inc., a Florida corporation ("Abbey") are parties to the Merger with Abbey being the Surviving Company, as that term is defined in the Plan of Merger.
2. The Plan of Merger is attached hereto as Exhibit A.
3. The date on which the Merger shall be effective ("Effective Date") shall be midnight December 31, 2022, or as soon thereafter as these Articles of Merger are filed with the office of the Florida Department of State.
4. On December 29, 2022, the sole Manager and Members of Team True adopted a resolution approving the Plan of Merger.
5. On December 29, 2022, the Directors and Shareholders of Abbey adopted a resolution approving the Plan of Merger.

THESE ARTICLES OF MERGER have been signed by Team True on this 29th day of December, 2022.

TEAM TRUE, LLC

Designated by:
Wendy Connor
By: AMES120CCM401
Wend Connor, Manager

THESE ARTICLES OF MERGER have been signed by Abbey on this 29 day of December, 2022

TRUE ABBEY HOLDINGS, INC.

Designated by:
Wendy Connor
By: AMES120CCM401
Wendy Connor, President

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**EXHIBIT A
PLAN OF MERGER**

[see attached]

EXHIBIT A
13 APR 13 2023

PLAN OF MERGER

This Plan of Merger ("Plan"), dated this 29th day of December, 2022, is entered into by and among:

True Abbey Holdings, Inc., a Florida corporation ("Abbey"); and
Team True, LLC, a Florida limited liability company ("Team True").

RECITALS

WHEREAS, the parties intend that Team True, be merged with and into Abbey, with and the members of Team True receiving from Abbey shares in Abbey capital stock ("Shares") in exchange for their membership interest of Team True, on the terms and subject to the conditions set forth herein (the "Merger").

WHEREAS, the shareholders and directors of Abbey and members and managers of Team True have unanimously: (a) determined that this Plan and the transactions contemplated hereby, including the Merger, are in the best interest of Abbey and Team True and their respective members and/or shareholders; and (b) approved and declared advisable this Plan and the transactions contemplated hereby, including the Merger; and

WHEREAS, the parties to this Plan intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended ("Code"), and the parties have agreed not to take actions that would cause the merger not to so qualify.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I THE MERGER

1.1 Merger. On the terms and subject to the conditions set forth in this Plan, at the Effective Date Team True will be merged with and into Abbey. Abbey will continue its corporate existence as the surviving entity in the Merger ("Surviving Entity") and the separate existence of Team True shall cease.

1.2 Closing; Effective Date. Subject to and conditioned upon the terms and conditions of this Plan, the closing of the Merger (the "Closing") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) at such time and on such date as Abbey and Team True may mutually agree upon. On or about the date of the Closing, Abbey and Team True shall cause the articles of merger ("Articles of Merger") to be executed and filed with the Secretary of State of Florida and shall make all other filings or recordings required. The Merger shall become effective at such time as the Articles of Merger have been duly filed with the Secretary of State of the State of Florida or at such later date or time as may be agreed by Abbey and Team True in writing and specified in the Articles of Merger (the effective date of the Merger being hereinafter referred to as the "Effective Date").

1.3 Legal Effects of the Merger. The Merger shall have the effects set forth herein. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective

Date, all property, rights, privileges, immunities, powers, franchises, licenses and authority of Abbey and Team True shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions and duties of each of Abbey and Team True shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Entity.

1.4 Articles of Organization and Operating Agreement of the Surviving Entity.

- a. Articles of Organization. As of the Effective Date, by virtue of the Merger and without any action on the part of Team True or Abbey, the Articles of Organization of Abbey, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Entity until thereafter amended and restated.
- b. Operating Agreement. As of the Effective Date, by virtue of the Merger and without any action on the part of Team True and Abbey, the Operating Agreement of Abbey, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Entity until thereafter amended and restated with the Articles of Organization of the Surviving Entity.

1.5 Directors and Officers of the Surviving Entity. The initial director of the Surviving Entity shall be Wendy Connor.

1.6 Tax Treatment. For U.S. federal income tax purposes, this Plan is intended to constitute, and the parties hereby adopt this Plan as, a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g) and 1.368-3(a). Each party agrees that for U.S. federal income tax purposes: (a) it shall treat the Merger as a tax-free reorganization within the meaning of Section 368(a) of the Code; (b) that it shall report the Merger as a "reorganization" within the meaning of Section 368(a) of the Code and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes; (c) Abbey, Team True, True Marketing and True Holdings are "parties to a reorganization" within the meaning of Section 368(b) of the Code; (d) it shall retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.368(a)-3 in connection with the Merger; and (e) it shall otherwise use its best efforts to cause the Merger to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. No party shall take any action, fail to take any action, cause any action to be taken or cause any action to fail to be taken that could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Each party hereto agrees to act in good faith, consistent with the intent of the parties and the intended U.S. federal income tax treatment of the Merger as set forth in this Section 1.6.

ARTICLE II

MANNER OF CONVERTING MEMBERSHIP INTEREST

2.1 Conversion of Membership Interest in the Merger. Subject to the provisions of this Article II, at and as of the Effective Date, by virtue of the Merger and without any action on the part of Abbey and Team True or any of the members or shareholders of the foregoing, the outstanding membership interest of Team True shall be converted as follows:

- a. Membership Interest of Team True. Each Team True membership unit ("Team True Units") issued and outstanding immediately prior to the

Effective Date shall, at the Effective Date, by virtue of the Merger and without any action cease to be outstanding and shall be converted into and exchanged for the right to receive one (1) validly issued, fully paid and nonassessable share of Abbey capital stock ("Abbey Shares"). As of the date of this Plan, there are [number of outstanding units of Team True] Team True Units outstanding.

2.2 Surrender and Exchange of Team True Membership Units. As soon as practicable after the Effective Date, Abbey or its transfer agent shall deliver to each record holder of Team True Units evidence of the membership units held in the name of such Team True member representing the number of Abbey Shares to which such member is entitled to under this Article II. As of the Effective Date, each unit of Team True Units issued and outstanding immediately prior to the Effective Date shall not longer be outstanding and shall automatically be canceled and retired and shall be deemed at and after the Effective Date to represent only the right to receive the consideration specified in this Article II, as applicable, for the Team True member who is the holder thereof.

2.3 Transfer Books; No Further Ownership Rights in Team True Units. All shares of Abbey issued in accordance with the terms of this Article II shall be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to the Team True Units, and upon such issuance, such shares of Abbey shall have been duly authorized, validly issued and fully paid and nonassessable. At the Effective Date, the transfer books of Team True shall be closed and thereafter there shall be no further registration of transfers on the transfer books of the Surviving Entity of the Team True Units that were outstanding immediately prior to the Effective Date. From and after the Effective Date, the holders of Team True Units outstanding immediately prior to the Effective Date shall cease to have any rights with respect to such interests, except as otherwise provided for herein or by applicable law.

2.4 No Fractional Shares for Abbey Shares. No fraction of a share of Abbey Shares (or evidence of such shares) shall be issued upon the exchange of a unit of Team True pursuant to this Article II, no dividends or other distributions of Abbey shall relate to such fractional share interests and such fraction share interests will not entitle the owner thereof to vote or to any rights of a shareholder of Abbey. Each holder of Team True Units who would otherwise be entitled to a fraction of a share of Abbey shall receive from Abbey, in lieu of such fractional share, one share of Abbey.

ARTICLE III MISCELLANEOUS

3.1 Counterparts. This Plan may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A signed copy of this Plan (including any digital or electronic signature) delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Plan.

3.2 Governing Law. This Plan shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without reference to its choice of law rules.

[Remainder of page intentionally left blank, Signature page to follow]

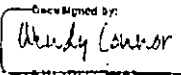
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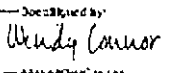
[Signature Page to Plan of Merger]

IN WITNESS THEREOF, this Plan of Merger has been executed by the undersigned as of the date first set forth above.

True Abbey Holdings,
Inc., a Florida corporation

By: 
Wendy Connor, President

Team True, LLC
a Florida limited liability company

By: 
Wendy Connor, Manager