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**MERGER OR SHARE EXCHANGE
DAVE MITCHELL'S HOLDING COMPANY**

Certificate of Status	0
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EFFECTIVE DATE

12/31

JAN 03 2019

S. YOUNG

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ARTICLES OF MERGER

(Profit Corporations)

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> (If known/ applicable)
DAVE MITCHELL'S HOLDING COMPANY	FLORIDA	P97000096205

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DAVE MITCHELL'S INVESTMENT CORPORATION	FLORIDA	P95000067557
DM BRANDON HOLDINGS, INC.	FLORIDA	P02000095142
EAST PASCO COMMERCE PARK, INC.	FLORIDA	P04000024050

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2018 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/31/2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/31/2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
 18 DEC 28 PM 2:45
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

[illegible]

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into as of December 31, 2018, by and between DAVE MITCHELL'S INVESTMENT CORPORATION, a Florida corporation ("**DMIC**"), DM BRANDON HOLDINGS, INC., a Florida corporation ("**DMBH**"), EAST PASCO COMMERCE PARK, INC., a Florida corporation ("**East Pasco**," and together with DMIC and DMBH, the "**Subsidiaries**") and DAVE MITCHELL'S HOLDING COMPANY, a Florida corporation ("**DMHC**"). The Subsidiaries and DMHC are from time to time herein referred to as the "**Constituent Corporations**."

BACKGROUND INFORMATION

The Subsidiaries desire to merge with and into DMHC, with DMHC being the surviving corporation. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that the Subsidiaries be merged with and into DMHC. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Agreement of Merger and Plan of Reorganization embodied in this Agreement. Accordingly, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

OPERATIVE PROVISIONS

ARTICLE I **The Merger**

1.01 **The Merger**. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), the Subsidiaries shall be merged with and into DMHC in accordance with the applicable laws of the State of Florida (the "**Merger**"). The separate existence of the Subsidiaries shall cease, and DMHC shall be the surviving corporation (the "**Surviving Corporation**") and shall be governed by the laws of the State of Florida.

1.02 **Effective Date**. The Merger shall become effective on the date and at the time set forth in the Articles of Merger (the "**Effective Date**"), to be filed with the Secretary of State of the State of Florida, all after satisfaction of the requirements of the applicable laws of the State of Florida prerequisite to such filings, including, without limitation, the approval of the shareholders of the Constituent Corporations.

1.03 **Articles of Incorporation**. On the Effective Date, the Articles of Incorporation of DMHC, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

1.04 **By-Laws**. On the Effective Date, the By-Laws of DMHC, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the By-Laws of the Surviving Corporation.

1.05 **Directors and Officers**. The directors and officers of DMHC immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-Laws of the Surviving Corporation.

ARTICLE II **Conversion of Shares**

2.01 The Subsidiaries' Capital Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of the Subsidiaries' capital stock outstanding immediately prior thereto and all shares of treasury stock and all rights in respect thereof shall cease to exist and shall be cancelled.

2.02 DMHC Capital Stock. Upon the Effective Date, the authorized capital stock of DMHC outstanding immediately prior to the Merger shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Merger.

ARTICLE III Effect of the Merger

3.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with, all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Subsidiaries and DMHC; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to each of the Subsidiaries and DMHC on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in the Subsidiaries or DMHC shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Subsidiaries and DMHC shall be preserved unimpaired, and all liens upon the property of the Subsidiaries or DMHC shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.02 Tax Effects. The Subsidiaries are qualified subchapter-S subsidiaries ("QSSS") of DMHC. As a result, the Merger is not expected to have a tax effect on any of the Subsidiaries or DMHC. To the extent that a Subsidiary is found not to be a QSSS, this Agreement constitutes a plan of reorganization documenting a reorganization set forth in Section 368(a)(1)(A) of the Internal Revenue Code.

3.03 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 the Subsidiaries such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of the Subsidiaries and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Subsidiaries or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV Miscellaneous

4.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either the Subsidiaries or DMHC or both, notwithstanding the approval of this Agreement by the shareholders of the Subsidiaries and DMHC.

4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either the Subsidiaries or DMHC or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

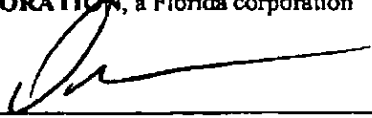
4.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.04 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

DAVE MITCHELL'S INVESTMENT CORPORATION, a Florida corporation

By: 
David M. Mitchell, President

DM BRANDON HOLDINGS, INC., a Florida corporation

By: 
David M. Mitchell, President

EAST PASCO COMMERCE PARK, INC., a Florida corporation

By: 
David M. Mitchell, President

DAVE MITCHELL'S HOLDING COMPANY, a Florida corporation

By: 
David M. Mitchell, President

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]