

L010000022234

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

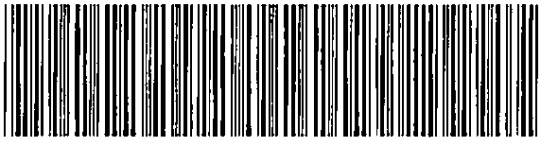
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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FILED
2019 DEC 26 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12/31/2019

19 DEC 26 PM 2:36

Albritton

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ALBRITTON

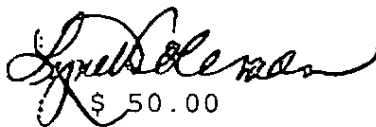
CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 114427 7353539

AUTHORIZATION

COST LIMIT \$ 50.00



ORDER DATE : December 26, 2019

ORDER TIME : 11:47 AM

ORDER NO. : 114427-015

CUSTOMER NO: 7353539

ARTICLES OF MERGER

JLB/JAB COMPANY, LLC

INTO

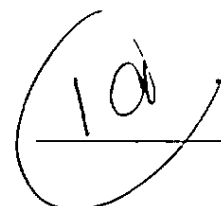
SR-JLB/JAB, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS:



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: JLB/JAB Company, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Peter A. Mardinly

Contact Person

Belmont Investment Corp.

Firm/Company

1400 N. Providence Rd., Suite 304

Address

Media, PA 19063

City, State and Zip Code

pmardinly@belmontinvestment.com

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

For further information concerning this matter, please call:

Peter A. Mardinly at (610) 891-9800
Name of Contact Person Area Code Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

Articles of Merger
For
Florida Limited Liability Company

EFFECTIVE DATE
12/31/2019

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JLB/JAB Company, LLC	Florida	Limited Liability Company
SR-JLB/JAB, LLC	Georgia	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SR-JLB/JAB, LLC	Georgia	Limited Liability Company

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED
2019 DEC 26 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

1400 N. Providence Road, Building 1, Suite 304, Media, PA 19063

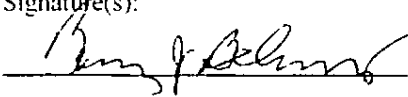
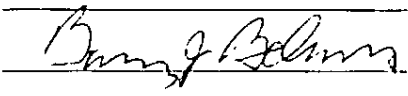
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2019, at 11:59 p.m.

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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
SR-JLB/JAB, LLC		Barry J. Belmont, Manager
JLB/JAB Company, LLC		Barry J. Belmont, Managing Member

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan"), dated December 11, 2019, is entered into by and among **JLB/JAB LIMITED PARTNERSHIP**, a Delaware limited partnership ("Delaware Partnership"), **JLB/JAB COMPANY, LLC**, a Florida limited liability company ("Florida LLC"), and **SR-JLB/JAB COMPANY, LLC**, a Georgia limited liability company (the "Surviving Company").

BACKGROUND:

A. The Surviving Company owns a 45% fee simple interest in real property located in Douglasville, Georgia ("Real Property"), and no other property.

B. The Delaware Partnership is the sole member of the Surviving Entity.

C. The Florida LLC is the sole general partner of the Delaware Partnership.

D. In order to better allow for centralized management, reduce administrative costs, and to simplify the operation of the Real Property, the Delaware Partnership and Florida LLC desire to merge with and into the Surviving Company.

E. As a result of this merger, the Surviving Company will remain the 45% fee simple owner of the Real Property but the Delaware Partnership and Florida LLC will be dissolved and no longer in existence.

F. Each party hereto has adopted, approved and submitted this Plan in accordance with (1) Section 14-11-901, et seq. of the Code of Georgia, (2) Section 15-902 of the Delaware Revised Uniform Partnership Act, and (3) Chapter 605 of the Florida Revised Limited Liability Company Act.

G. The Surviving Company and the respective partners of the Delaware Partnership and members of the Florida LLC deem it advisable that they merge into a single limited liability company (the Surviving Company) organized and existing under the laws of the State of Georgia so that (1) the Delaware Partnership no longer has any existence in the State of Delaware, and (2) the Florida LLC no longer has any existence in the State of Florida, all upon the terms and subject to the conditions of this Plan.

H. The Surviving Company is an existing Georgia limited liability company (Date of Formation/Registration April 22, 2004).

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree as stated forth herein, incorporating by reference the terms of the background above as if fully set forth at length herein:

1. Effectiveness. This Plan and the Articles of Merger to be filed with the Georgia, Florida, and Delaware Secretaries of State incorporating this Plan (the "Articles of Merger") shall be effective on December 31, 2019, at 11:59 p.m. The date determined in accordance with the preceding sentence is referred to hereinafter as the "Effective Date."

2. Effect.

a. On the Effective Date, as defined in Section 1 hereof, the Delaware Partnership shall be merged with and into the Surviving Company, and the separate existence of the Delaware Partnership, except insofar as it may be continued by law, shall cease, all with the effect provided in the laws of the State of Delaware. Upon merger of the Delaware Partnership with and into the Surviving Company, (i) the Surviving Company shall assume all of the obligations of the Delaware Partnership, and (ii) all property of the Delaware Partnership, real, personal and mixed, all debts due to the Delaware Partnership on whatever account and all other things in action or belonging to the Delaware Partnership shall be vested in Surviving Company.

b. On the Effective Date, as defined in Section 1 hereof, the Florida LLC shall be merged with and into the Surviving Company, and the separate existence of the Florida LLC, except insofar as it may be continued by law, shall cease, all with the effect provided in the laws of the State of Florida. Upon merger of the Florida LLC with and into the Surviving Company, (i) the Surviving Company shall assume all of the obligations of the Florida LLC, and (ii) all property of the Florida LLC, real, personal and mixed, all debts due to the Florida LLC on whatever account and all other things in action or belonging to the Florida LLC shall be vested in Surviving Company.

3. Surviving Company Certificate of Formation & Operating Agreement. On and after the Effective Date, the Surviving Company's Articles of Organization, filed and effective on April 22, 2004, together with the Surviving Company's Amended and Restated Operating Agreement dated effective January 1, 2020, shall be the operative organic documents governing the Surviving Company, until changed as therein set forth and in accordance with applicable law.

4. Conversion of Partnership Interests. On the Effective Date, the general and limited partnership interests in the Delaware Partnership outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into membership interests in the Surviving Company and each such general and limited partnership interest of the Delaware Partnership shall be thereafter canceled and of no effect. The membership percentages of each partner of the Delaware Partnership in the Surviving Company are summarized on the Exhibit A attached hereto and more fully detailed in the Operating Agreement of the Surviving Company.

5. Conversion of Membership Interests. On the Effective Date, the respective membership interests in the Florida LLC outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into membership interests in the Surviving Company and each such membership interest of the Florida LLC shall be thereafter canceled and of no effect. The membership percentages of each member

of the Florida LLC in the Surviving Company are summarized on the Exhibit A attached hereto and more fully detailed in the Operating Agreement of the Surviving Company.

6. Termination. This Plan may be terminated at any time on or before the Effective Date by written notice of either the Delaware Partnership, the Florida LLC, or the Surviving Company.

7. Further Assurances. If at any time the Surviving Company, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, or record or otherwise, in the Surviving Company its rights, title or interest in, to or under any of the rights, properties or assets of the Delaware Partnership and the Florida LLC acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan, the Delaware Partnership and the Florida LLC and its proper partners and/or members or authorized agents shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise carry out the purposes of this Plan; and the member and authorized agents of the Surviving Company are fully authorized in the name of the Delaware Partnership and the Florida LLC or otherwise to take any and all such action.

8. Articles of Merger. Pursuant to Section 14-11-904 of the Code of Georgia, (2) Section 15-902 of the Delaware Revised Uniform Partnership Act, and (3) Chapter 605 of the Florida Revised Limited Liability Company Act, the Surviving Company, the Delaware Partnership, and the Florida LLC shall promptly file Articles of Merger with the Georgia, Delaware, and Florida Secretaries of State.

THE UNDERSIGNED BEING ALL OF THE GENERAL AND LIMITED PARTNERS OF THE DELAWARE PARTNERSHIP, AND ALL OF THE MEMBERS OF THE FLORIDA LLC, AND ALL OF THE MEMBERS OF THE SURVIVING COMPANY HEREBY VOTE IN FAVOR OF THE ABOVE PLAN OF MERGER AND CONSENT TO THE MERGER.

THE UNDERSIGNED BEING EACH OF THE GENERAL AND LIMITED PARTNERS OF THE DELAWARE PARTNERSHIP, THE MEMBERS OF THE FLORIDA LLC, AND THE MEMBERS OF THE SURVIVING COMPANY HEREBY VOTE IN FAVOR OF THE ABOVE PLAN OF MERGER, CONSENT TO THE MERGER, AND WAIVE THE REQUIREMENT OF WRITTEN NOTICE AND OF DISSENTER'S RIGHTS, AS MAY BE APPLICABLE UNDER GEORGIA, DELAWARE, OR FLORIDA LAW.

THE UNDERSIGNED FURTHER DELEGATE THEIR AUTHORITY AS THE GENERAL AND LIMITED PARTNERS OF THE DELAWARE PARTNERSHIP, THE MEMBERS OF THE FLORIDA LLC, AND THE MEMBERS OF THE SURVIVING COMPANY TO PETER A. MARDINLY, ESQUIRE AND STEVEN J. HARNER, ESQUIRE TO EXECUTE AND DELIVER TO THE GEORGIA, FLORIDA, AND DELAWARE DEPARTMENTS OF STATE THE ARTICLES OF MERGER IMPLEMENTING THIS MERGER PURSUANT TO THE LAWS OF THE STATES OF

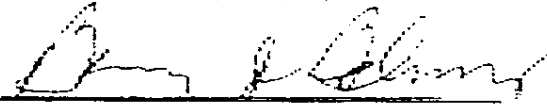
**GEORGIA, DELAWARE, AND FLORIDA, AND TO EXECUTE AND DELIVER ALL
OTHER DOCUMENTS NECESSARY OR PROPER TO IMPLEMENT THIS MERGER.**

[REMIANEDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Plan of Merger this as of the date first above written.


MERGING COMPANIES:

SR-JLB/JAB, LLC,
a Georgia limited liability company

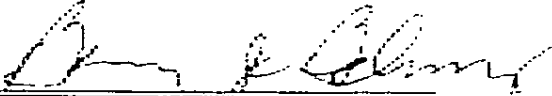
By: 
Barry J. Belmont, Manager

JLB/JAB LIMITED PARTNERSHIP,
A Delaware limited partnership

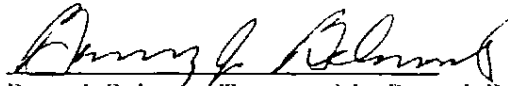
By: JLB/JAB Company, LLC, a Florida limited liability company, sole general partner

By: 
Barry J. Belmont, Trustee of the Barry J. Belmont Revocable Trust Dtd 3/25/2008, Managing Member

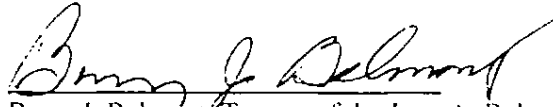
JLB/JAB COMPANY, LLC,
a Florida limited liability company

By: 
Barry J. Belmont, Trustee of the Barry J. Belmont Revocable Trust Dtd 3/25/2008, Managing Member

MEMBERS OF SR-JLB/JAB, L.L.C., a Georgia limited liability company:



Barry J. Belmont, Trustee of the Barry J. Belmont Revocable Trust DTD March 25, 2008



Barry J. Belmont, Trustee of the June A. Belmont Irrevocable Trust DTD 6/9/2008

Gordon L. Belmont, Trustee of the D.A.M. Trust

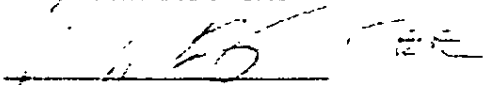
Michele Belmont, Trustee of the D.A.M. Trust

Gordon L. Belmont, Individually

MEMBERS OF SR-JLB/JAB, LLC, a Georgia
limited liability company:

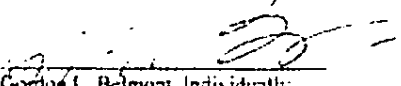
Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust DTD March 25, 2008

Barry J. Belmont, Trustee of the June A. Belmont
Irrevocable Trust DTD 6/9/2008



Gordon L. Belmont, Trustee of the D.A.M. Trust

Michele Belmont, Trustee of the D.A.M. Trust




Gordon L. Belmont, Individually

**MEMBERS OF SR-JLB/JAB, LLC, a Georgia
limited liability company:**

Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust DTD March 25, 2008

Barry J. Belmont, Trustee of the June A. Belmont
Irrevocable Trust DTD 6/9/2008

Gordon L. Belmont, Trustee of the D.A.M. Trust



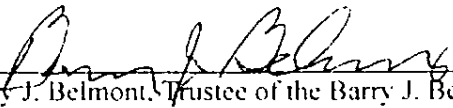
Michele Belmont, Trustee of the D.A.M. Trust

Gordon L. Belmont, Individually

**PARTNERS OF JLB/JAB LIMITED
PARTNERSHIP**, a Delaware limited partnership:

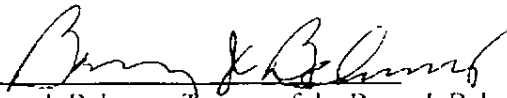
SOLE GENERAL PARTNER:

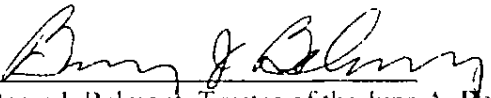
JLB/JAB COMPANY, LLC.
a Florida limited liability company

By: 
Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008, Member

By: _____
Gordon L. Belmont, Member

LIMITED PARTNERS:


Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust DTD March 25, 2008


Barry J. Belmont, Trustee of the June A. Belmont
Irrevocable Trust DTD 6/9/2008

Gordon L. Belmont, Trustee of the D.A.M. Trust

Michele Belmont, Trustee of the D.A.M. Trust

Gordon L. Belmont, Individually

**PARTNERS OF JLBJAB LIMITED
PARTNERSHIP, a Delaware limited partnership:**

SOLE GENERAL PARTNER:

**JLBJAB COMPANY, LLC,
a Florida limited liability company**

By _____
Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008, Member

By _____
Gordon L. Belmont, Member

LIMITED PARTNERS:

Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd March 25, 2008

Barry J. Belmont, Trustee of the June A. Belmont
Irrevocable Trust Dtd 6/9/2008

Gordon L. Belmont, Trustee of the D.A.M. Trust

Michèle Belmont, Trustee of the D.A.M. Trust

Gordon L. Belmont, Individually

**PARTNERS OF JLB/JAB LIMITED
PARTNERSHIP, a Delaware limited partnership:**

SOLE GENERAL PARTNER:

JLB/JAB COMPANY, L.L.C.
a Florida limited liability company

By: _____
Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008, Member

By: _____
Gordon L. Belmont, Member

LIMITED PARTNERS:

Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust DTD March 25, 2008

Barry J. Belmont, Trustee of the June A. Belmont
Irrevocable Trust DTD 6/9/2008

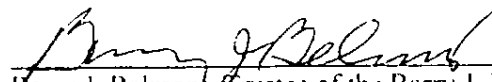
Gordon L. Belmont, Trustee of the D.A.M. Trust



Michele Belmont, Trustee of the D.A.M. Trust

Gordon L. Belmont, Individually

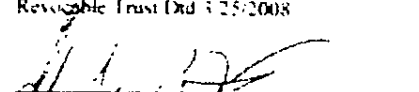
MEMBERS OF JLB/JAB COMPANY, L.L.C.
A Florida limited liability company


Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008

Gordon L. Belmont, Individually

MEMBERS OF JLBQAB COMPANY, LLC.
A Florida limited liability company

Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008



Gordon L. Belmont, individually

Exhibit A – Summary of Membership Interests

<u>Member</u>	<u>Interest</u>
Barry J. Belmont, Trustee, Barry J. Belmont Revocable Trust Dated March 25, 2008	17.20%
Barry J. Belmont, Trustee of the June A. Belmont Irrevocable Trust DTD 6/9/2008	32.80%
D.A.M. Trust	32.80%
Gordon L. Belmont, Individually	<u>17.20%</u>
Total	100.00%