

229736

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

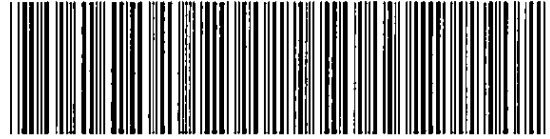
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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DC

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

ACCOUNT NO. : I20000000195
REFERENCE : 055490 4803460
AUTHORIZATION : 
COST LIMIT : \$ 70.00

ORDER DATE : November 19, 2019
ORDER TIME : 12:44 PM
ORDER NO. : 055490-025
CUSTOMER NO: 4803460

ARTICLES OF MERGER

HNSP DEVELOPMENT, LLC

INTO

COVE CONTRACTORS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA
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**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
HNSP Development LLC	New York	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>
Cove Contractors, Inc.	Florida	For Profit Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

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.

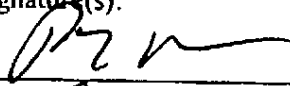

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
HNSP Development LLC		Robert T. Neu
Cove Contractors, Inc.		Robert T. Neu

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 a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

OF

HNSP DEVELOPMENT, LLC,
a New York limited liability company

WITH AND INTO

COVE CONTRACTORS, INC.,
a Florida corporation

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 19, 2019 by and between HNSP DEVELOPMENT, LLC, a New York limited liability company (the "Merged Entity"), and COVE CONTRACTORS, INC., a Florida corporation (the "Surviving Corporation").

RECITALS

WHEREAS, the Merged Entity is a limited liability company duly organized and validly existing under the laws of the State of New York;

WHEREAS, the Surviving Corporation is a for profit corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, LEGACY HN, INC., a New York corporation (the "Parent"), is the sole member of the Merged Entity and sole shareholder of the Surviving Corporation;

WHEREAS, the Parent, the Merged Entity, and the Surviving Corporation, each deem it advisable and in the best interests of said entities and their respective holders of capital stock and/or membership interests, to merge the Merged Entity with and into the Surviving Corporation pursuant to Section 1003 of the New York Limited Liability Company Law (the "NY Law") and Section 607.1109, 617.0302 or 605.1025 of the Florida Business Corporation Act (the "FL Act");

WHEREAS, the NY Law permits a limited liability company organized and existing under the NY Law to merge with and into another corporation organized and existing under the laws of any other state;

WHEREAS, the FL Act permits a limited liability company organized and existing under the laws of another state to merge with and into a corporation organized and existing under the FL Act; and

WHEREAS, upon the terms and conditions of this Agreement and in accordance with the NY Law and the FL Act, (i) the Surviving Corporation will merge with the Merged Entity and be the surviving entity and the separate existence of the Merged Entity will thereupon cease, and (ii)

the Surviving Corporation shall succeed to all of the rights, obligations, assets, and liabilities of the Merged Entity as provided by applicable law.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **The Merger**. At the Effective Time (as defined in Section 2 below), the Merged Entity shall be merged with and into the Surviving Corporation (the "Merger").

2. **Effective Time**. The Merger shall become effective (the "Effective Time") upon the filing of a Certificate of Merger with the New York Department of State (the "NY Certificate of Merger"), as is required by, and executed in accordance with, the relevant provisions of the NY Law, and the filing of Articles of Merger with the Florida Department of State (the "FL Certificate of Merger," and together with the NY Certificate of Merger, the "Certificates of Merger"), as is required by, and executed in accordance with, the relevant provisions of the FL Act.

3. **Terms and Conditions**. The terms and conditions of the Merger will be as follows:

(a) At the Effective Time, the separate existence of the Merged Entity shall cease and the Surviving Corporation shall be the surviving limited liability company. The Surviving Corporation shall succeed to all of the rights, obligations, assets, and liabilities of the Merged Entity as provided by applicable law.

(b) The articles of organization of the Surviving Corporation as in effect immediately prior to the Effective Time shall remain the articles of organization of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof, and of applicable law.

(c) The bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall remain the bylaws of the Surviving Corporation until amended or terminated in accordance with the provisions thereof, and of applicable law.

4. **Cancellation of Interests**. At the Effective Time:

(a) By virtue of this Agreement and the Certificates of Merger, and without any further action on the part of anyone, the Parent's membership interest of the Merged Entity issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished, and the Parent shall cease to have any rights as an interest holder of the Merged Entity.

(b) The Parent's membership interest of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding, and the Parent shall continue to be the sole member of the Surviving Corporation.

(c) The Parent, as the sole member of the Surviving Corporation, shall, through the Surviving Corporation, continue to own all assets, hold all rights, and be responsible for all

liabilities and obligations of the Merged Entity, and, accordingly, the Parent shall receive no further consideration.

5. Statutory Filings. Subject to the terms and conditions provided herein, the NY Certificate of Merger, complying with the applicable provisions of the NY Law, shall be duly executed and filed with the New York Department of State and the FL Certificate of Merger, complying with the applicable provisions of the FL Act, shall be duly executed and filed with the Florida Department of State.

6. Resolutions. The Parent, on behalf of the Merged Entity and the Surviving Corporation, and the respective managers, officers and/or directors of the Merged Entity and the Surviving Corporation, have each adopted resolutions adopting and approving the Merger and this Agreement.

7. Amendment; Termination. This Agreement may not be amended or supplemented except by a writing executed by all the parties hereto. This Agreement may be terminated at any time prior to the effectiveness of the Merger upon the agreement of the parties hereto.

8. Headings. The headings or captions of sections of this Agreement are included for convenience and reference only, shall not be deemed or construed to be a part of this Agreement, and shall in no way define, limit, describe or otherwise affect this Agreement or any part thereof.


9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof.


[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first written above.

HNSP DEVELOPMENT, LLC, a New York limited liability company

By: 
Name: Robert T. Neu
Title: President

COVE CONTRACTORS, INC., a Florida corporation

By: 
Name: Robert T. Neu
Title: President

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]