

288314

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

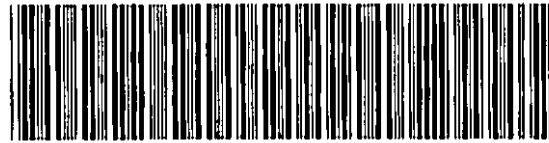
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LAW OFFICES
WEINER & CUMMINGS, P.A.
4TH FLOOR
1428 BRICKELL AVENUE
MIAMI, FLORIDA 33131

LAWRENCE WEINER*
PAUL M. CUMMINGS**
BETH MOSKOWITZ LAZAR***

JANE M. WEINER (RETIRED)

- * ADMITTED IN FL AND PA
- ** ADMITTED IN FL ONLY
- *** ADMITTED IN FL, IL AND KY

December 21, 2017

TELEPHONE
(305) 371-7800
FACSIMILE
(305) 371-3226
www.wcvlaw.com

VIA FEDERAL EXPRESS

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

Re: Merger
Florida Realty & Management Corp. – Surviving Corporation
6 Dog, Inc. – Merging Corporation

Dear Sir/Madam:

In connection with the above referenced merger, enclosed please find the following documents for filing:

1. Cover Letter
2. Articles of Merger
3. Plan of Merger

Also enclosed are the Corporate Resolution of Florida Realty & Management Corp. and Corporate Resolution of 6 Dog, Inc. adopting the merger as part of the filing.

Also enclosed is a check in the amount of \$78.75 payable to the Florida Department of State in payment of the filing fee and the additional fee for a certified copy.

Upon filing, please return a certified copy to the undersigned at the above Miami address.

If you need any additional information or documentation, please contact the undersigned at the above Miami telephone number.

Cordially,

LAWRENCE WEINER

LW/efs

Enclosures

G:\LW\SUSSMANS TEV\9051 Ltr - Florida Dept. of State W Merger Forms 12-21-17.doc

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Florida Realty & Management Corp.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Steven Sussman

Contact Person

Federated Title Trust

Firm/Company

2630 S.W. 28th Street, Unit 61

Address

Cuconut Grove, FL 33133

City/State and Zip Code

ssussman@federatedtitletrust.com

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

For further information concerning this matter, please call:

Steven Sussman

Name of Contact Person

At (305) 430-6733

Area Code & Daytime Telephone Number

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

STREET ADDRESS:

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

MAILING ADDRESS:

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

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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>
Florida Realty & Management Corp.	Florida	288314

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
6 Dog, Inc.	Florida	P09000064133

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.

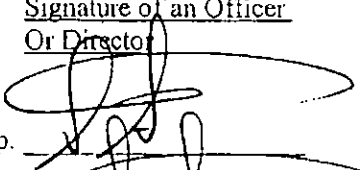
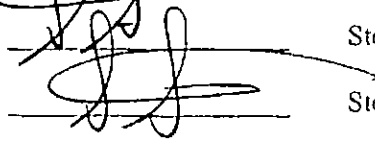
Fifth: Adoption of Merger by surviving corporation:

The Plan of Merger was adopted by the shareholders and Board of Directors of the surviving corporation on December 15, 2017.

Sixth: Adoption of Merger by merging corporations:

The Plan of Merger was adopted by the shareholders and Board of Directors of the merging corporation on December 15, 2017.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer Or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
Florida Realty & Management Corp.		Steven Sussman, President
6 Dog, Inc.		Steven Sussman, President

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DIVISION OF CORPORATIONS
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PLAN OF MERGER
(Non Subsidiaries)

The following Plan of Merger is submitted in compliance with Section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Florida Realty & Management Corp.	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
6 Dog, Inc.	Florida

Third: The terms and conditions of the merger are in accordance with the Plan of Merger attached hereto and made a part hereof.

Fourth: The manner and basis of converting the shares of each corporation into shares, if at all, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are in accordance with the Plan of Merger attached hereto and made a part hereof.

PLAN OF MERGER

PLAN OF MERGER made effective the 11 day of December, 2017 (the "Effective Date" of the Plan) by and between **FLORIDA REALTY & MANAGEMENT CORP.**, a Florida corporation (herein referred to as "Florida Realty"), and **6 DOG, INC.**, a Florida corporation (herein referred to as "6 Dog").

WITNESSETH:

WHEREAS, Florida Realty is a Florida corporation with authority to engage in any and all activities, and has continually engaged in business operations from and after its date of incorporation;

WHEREAS, 6 Dog is a Florida corporation with authority to engage in any and all activities, and has continually engaged in business operations from and after its date of incorporation;

WHEREAS, as of the Effective Date of this Plan of Merger, the equity owners of each of Florida Realty and 6 Dog are as follows:

1. Steven Sussman, 2630 S.W. 28th Street, Coconut Grove, FL 33133, is the sole legal and beneficial owner of all of 100% of all of the issued and outstanding shares of stock of each of Florida Realty and 6 Dog.

WHEREAS, all of the legal and beneficial owners of each of Florida Realty and 6 Dog respectively deem it desirable, advisable, and in the best interests of such entities and the respective legal and beneficial owners of all of the issued and outstanding shares of stock of each such entity that 6 Dog be merged with and into Florida Realty and that Florida Realty shall become the surviving entity.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual covenants and agreements herein set forth, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and intending to be legally bound, agree that 6 Dog shall be merged with and into Florida Realty as of the Effective Date hereof, all in accordance with the following provisions of this Plan of Merger.

1. Statements and Recitals. The foregoing statements and recitals are true and correct in all material respects and are incorporated herein by this reference.

2. Merger. The parties hereby agree that, as of the Effective Date, 6 Dog shall have been merged with and into Florida Realty, with Florida Realty becoming the surviving entity; and in connection with such effective merger, all of the assets, subject to any and all liabilities of 6 Dog shall become the assets of Florida Realty, and Florida Realty agrees to assume and pay all of the liabilities of 6 Dog, if any, existing on such Effective Date.

3. Approval by Constituent Parties.

(a) 6 Dog hereby represents and warrants that this Plan of Merger shall have been approved unanimously by Steven Sussman as the sole legal and beneficial owner of all of the issued and outstanding shares of stock of 6 Dog who shall have executed this Plan of Merger.

(b) Florida Realty hereby represents and warrants that this Plan of Merger shall have been approved unanimously by Steven Sussman as the sole legal and beneficial owner of all of the issued and outstanding shares of stock of Florida Realty who shall have executed this Plan of Merger.

4. Survival Period. From and after the Effective Date, all of the assets, subject to all of the liabilities, if any, of 6 Dog shall have been assumed and shall thereafter be legally and beneficially owned by Florida Realty, and to the extent of any such liabilities, Florida Realty shall assume and be legally responsible for payment of all of such liabilities.

5. Tax Identification Number. The parties hereby further recognize and agree that because 6 Dog shall be the merged corporation and shall not survive and because Florida Realty shall be the surviving corporation, the Tax Identification Number heretofore utilized by Florida Realty shall remain in tact from and after the Effective Date, and shall become the Tax Identification Number of 6 Dog; and for any and all income tax and other purposes, both of said entities shall constitute a single unified corporation for the entirety of calendar year 2017.

6. Basis and Book Value. The parties hereby jointly and severally recognize and agree that the basis for income tax purposes of the equity interests of each of the equity owners of 6 Dog shall be exactly the same as the basis for such income tax purposes of the equity interests of such owners in Florida Realty; and the book value of the capital accounts of each of the equity owners of 6 Dog shall be exactly the same as the book value of the capital accounts of each of such equity owners of Florida Realty.

7. Recognition of Officers. The parties hereby recognize and confirm that in accordance with the Bylaws and other documents of Florida Realty, the officers of Florida Realty, the surviving corporation, are as follows:

President:	Steven Sussman
Vice-President:	Steven Sussman
Secretary:	Steven Sussman

8. Effect of Merger.

(a) The parties hereby further recognize, confirm and agree that as of the Effective Date of the subject Plan of Merger, 6 Dog shall cease to exist separately and instead shall be merged with and into Florida Realty in accordance with the provisions of this Plan of Merger. Accordingly, as of the Effective Date of such Merger, Florida Realty shall possess all of the rights, privileges, powers, franchises, and trust and fiduciary duties, and obligations, of both a

public and private nature, and be subject to all of the restrictions, disabilities, and duties of each of the constituent entities; and all of such rights, privileges, powers, duties and obligations of each of the constituent entities, and all real, personal and mixed property of either of the constituent entities in each and all accounts whatsoever shall be vested in Florida Realty as the surviving entity.

(b) The Parties further confirm and agree that to the extent it is discovered that either constituent entity was the legal and/or beneficial owner of any parcel of real property, the parties shall take any and all actions and execute any and all documents to convey such legal title to Florida Realty as the surviving entity. The parties further confirm and agree that all rights of creditors, if any, and any liens upon any property of either of the constituent entities shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall, from and after the Effective Date, become attached to Florida Realty as the surviving entity, and may be enforced against Florida Realty to the same extent as if such debts, liabilities, and duties had been incurred or contracted by Florida Realty.

(c) Because Steven Sussman is the sole legal and beneficial owner of 100% of all issued and outstanding shares of stock of both Florida Realty and 6 Dog, no additional shares of stock of Florida Realty shall be issued upon the Effective Date of the Merger.

9. Further Instruments. From time to time, as and when required by Florida Realty as the surviving entity, or by its successors or assigns, 6 Dog shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and shall take or cause to be taken all such further or other actions as may be necessary or advisable in order to vest in and confirm to Florida Realty title to and possession of all of the properties, rights, privileges, powers and franchises theretofore owned by and or belonging to 6 Dog, and otherwise to carry out the intent and purposes of this Plan of Merger.

10. Miscellaneous.

(a) In the event any term or provision of this Plan of Merger is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Plan of Merger shall be construed to be in full force and effect.

(b) In construing this Plan of Merger, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregards.

(c) All of the Exhibits attached to this Plan of Merger, if any, are incorporated into and made a part hereof.

(d) Entire Plan of Merger. This Plan of Merger and exhibits constitute the entire understanding and agreement between the parties with respect to the matters herein set forth, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

(c) Amendments. The provisions of this Plan of Merger and exhibits may not be amended, supplemented, waived or changed orally but only by a writing which makes specific reference to this Plan of Merger and is signed by each party against whom such amendment, supplement, waiver or change is to be enforced.

(f) Further Assurances. The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents which may be reasonably necessary to carry out the obligations and intentions of this Plan of Merger.

(g) Binding Effect. Unless expressly set forth to the contrary herein, all of the terms and provisions of this Plan of Merger, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable against the parties hereto and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

(h) Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Plan of Merger and the consummation of the transactions contemplated hereby.

(i) Notices. All notices, requests, consents and other communications required or permitted under this Plan of Merger shall be in writing, including telex and telegraphic communication, and shall be (as elected by the person giving such notice) hand delivered by courier or messenger service, or by telecommunication, or by registered or certified mail, postage prepaid, return receipt requested, addressed to each party at such party's primary address, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the day delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, and/or (d) on the first date upon which return receipt is signed or delivery is refused or the notice designated by the postal authorities is not deliverable, as the case may be, if mailed.

(j) Construction. The parties acknowledge that they all shall have participated in the negotiation and drafting of this Plan of Merger. Accordingly, in the event it is necessary for any provision of this Plan of Merger to be interpreted by a court or other tribunal, such provision shall not be interpreted any more or less favorably against any party as the drafter of this Plan of Merger.

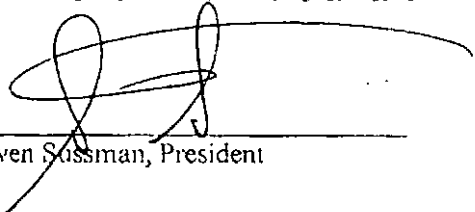
(k) Governing Law, Jurisdiction, and Venue. This Plan of Merger shall be governed by the laws of the State of Florida. Any action to enforce this Plan of Merger shall be filed in the Court of competent jurisdiction for Miami-Dade County, Florida.

(l) Execution in Counterparts. This Plan of Merger may be executed in any number of multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile signatures shall be treated as original signatures.

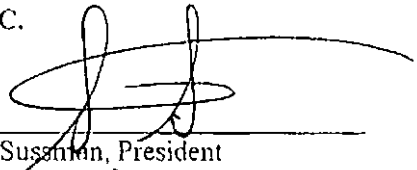
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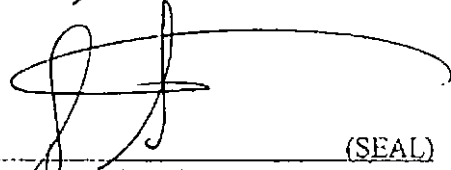
IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be duly executed and effective as of December 15, 2017, the Effective Date.

**FLORIDA REALTY & MANAGEMENT
CORP.**

By: 
Steven Sussman, President

6 DOG, INC.

By: 
Steven Sussman, President

 (SEAL)
Steven Sussman, Sole Shareholder of 100% of
All Issued and Outstanding Shares of Stock of each
Constituent Corporation and Florida Realty &
Management Corp., the surviving corporation

**FLORIDA REALTY & MANAGEMENT CORP.
JOINT ACTION BY UNANIMOUS CONSENT IN WRITING
OF THE
BOARD OF DIRECTORS AND SHAREHOLDERS**

The undersigned, constituting the entire Board of Directors and all of the Shareholders of **FLORIDA REALTY & MANAGEMENT CORP.**, a Florida corporation, do hereby, by unanimous consent in writing pursuant to the authority contained in the Florida Business Corporation Act, without the formality of convening meetings of the directors and shareholders, severally and collectively consent to the following resolutions:

RESOLVED THAT:

1. The Articles of Merger and Plan of Merger, in the respective forms attached hereto and made a part hereof respectively as Exhibits A and B are hereby unanimously approved.
2. Steven Sussman as President of the Corporation is hereby authorized, empowered, and directed to file the Articles of Merger and Plan of Merger with the Office of the Secretary of State of Florida.
3. In connection with this Action, it is hereby recognized and confirmed that Steven Sussman is the sole legal and beneficial of 100% of all issued and outstanding shares of stock of the Corporation and is also the sole Member of the Board of Directors of the Corporation.
4. It is hereby recognized and confirmed that Steven Sussman is the President, Vice President, and Secretary of the Corporation, and is therefore the sole officer of the Corporation.
5. It is hereby recognized and confirmed that the present address of the Corporation is 2630 S.W. 28th Street, Coconut Grove, FL 33133.
6. It is hereby recognized and confirmed that the Articles of Merger and Plan of Merger shall be effective immediately upon the filing thereof with the Florida Secretary of State, and that as a result of the Articles of Merger and Plan of Merger, this Corporation shall be the surviving corporation and 6 Dog, Inc., a Florida corporation, shall be the merged corporation.

Effective Date: December 15, 2017

SHAREHOLDERS:


STEVEN SUSSMAN

DIRECTORS:


STEVEN SUSSMAN

6 DOG, INC.
JOINT ACTION BY UNANIMOUS CONSENT IN WRITING
OF THE
BOARD OF DIRECTORS AND SHAREHOLDERS

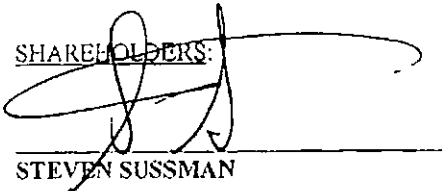
The undersigned, constituting the entire Board of Directors and all of the Shareholders of 6 DOG, INC., a Florida corporation, do hereby, by unanimous consent in writing pursuant to the authority contained in the Florida Business Corporation Act, without the formality of convening meetings of the directors and shareholders, severally and collectively consent to the following resolutions:

RESOLVED THAT:

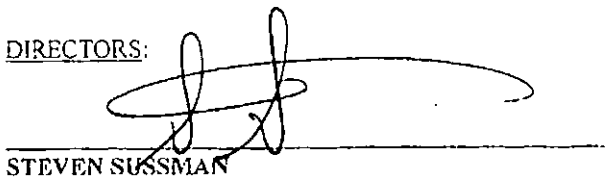
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3. In connection with this Action, it is hereby recognized and confirmed that Steven Sussman is the sole legal and beneficial of 100% of all issued and outstanding shares of stock of the Corporation and is also the sole Member of the Board of Directors of the Corporation.
4. It is hereby recognized and confirmed that Steven Sussman is the President, Vice President, and Secretary of the Corporation, and is therefore the sole officer of the Corporation.
5. It is hereby recognized and confirmed that the present address of the Corporation is 2630 S.W. 28th Street, Coconut Grove, FL 33133.
6. It is hereby recognized and confirmed that the Articles of Merger and Plan of Merger shall be effective immediately upon the filing thereof with the Florida Secretary of State, and that as a result of the Articles of Merger and Plan of Merger, this Corporation shall be the merged corporation, and Florida Realty & Management Corp. shall be the surviving corporation.

Effective Date: December 15, 2017

SHAREHOLDERS:


STEVEN SUSSMAN

DIRECTORS:


STEVEN SUSSMAN