

AD4000000833

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

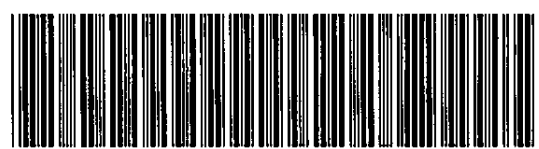
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300292858033

12/13/16--01002--007 **105.00

FILED
2016 DEC 12 PM 2:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Mr. [Signature]

DEC 15 2016
I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Alaqua Group, LLLP

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Christy Caldwell

Contact Person

Alaqua Group, LLLP

Firm/Company

1855 W State Road 434

Address

Longwood, FL 32750

City, State and Zip Code

christy.caldwell@ioausa.com

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

For further information concerning this matter, please call:

Christy Caldwell at **(407) 998-5039**

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$52.50

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

The following articles of merger are being submitted in accordance with Chapter(s) 605 and 620, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each **merging** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
ALAQUA GROUP, LLLP 1855 West State Road 434 Longwood, Florida 32750	Florida	Limited Liability Limited Partnership
Florida Document No: A04000000833		FEIN: 20-1154792
STEEL CURTAIN OF CENTRAL FLORIDA, LLC 1855 West State Road 434 Longwood, Florida 32750	Florida	Florida Limited Liability Company
Florida Document No: L05000066775		FEIN: 20-3109987

FILED
20 DEC 12 PM 2:30

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
ALAQUA GROUP, LLLP 1855 West State Road 434 Longwood, Florida 32750	Florida	Limited Liability Limited Partnership

THIRD: The attached Agreement and Plan of Merger meets the requirements of Chapter(s) 605 and 620, Florida Statutes, and was approved by each domestic limited liability company and limited partnership that is a party to the merger in accordance with Chapter(s) 605 and 620, Florida Statutes.

FOURTH: The surviving entity has obtained the written consent of each person that as a result of the merger is now a general partner of the surviving entity pursuant to Chapter(s) 605 and 620, Florida Statutes.

FIFTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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


SEVENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

EIGHTH: Signatures for each party

**STEEL CURTAIN OF CENTRAL
FLORIDA, LLC**

By: 
John Ritenour, Manager

ALAQUA GROUP, LLLP

By: 
John Ritenour, Manager of Alaqua
Management, LLC, General
Partner of Alaqua Group, LLLP

AGREEMENT AND PLAN OF MERGER

THE AGREEMENT AND PLAN OF MERGER is hereby adopted this 29th day of November, 2016, by **STEEL CURTAIN OF CENTRAL FLORIDA, LLC**, a Florida limited liability company ("**SCCF**"), and **ALAQUA GROUP, LLLP**, a Florida limited liability limited partnership ("**Alaqua Group**"), said entities being sometimes hereinafter collectively referred to as the "**Constituent Parties**".

WHEREAS, SCCF was formed by filing Articles of Organization on July 6, 2005;

WHEREAS, Alaqua Group was formed by filing a Certificate of Limited Partnership on May 20, 2004 and related Statement of Qualification as a limited liability limited partnership on May 21, 2004;

WHEREAS, the Constituent Parties deem it advisable that SCCF be merged into Alaqua Group under the laws of the State of Florida in the manner proved therefor pursuant to Florida Statutes Chapters 605 and 620.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the Constituent Parties have agreed, and de hereby plan to merge upon the terms and conditions below stated.

1. **Merger.** SCCF will merger with and into Alaqua Group in accordance with the laws of the State of Florida and this Agreement. The legal existence of SCCF shall cease when it is merged into Alaqua Group. The existence of Alaqua Group shall remain unimpaired as the surviving limited liability limited partnership following the merger (the "**Surviving LLLP**").
2. **Name of Surviving LLLP.** The name of the Surviving LLLP shall be "**ALAQUA GROUP, LLLP**"
3. **Principal Office of Surviving LLLP.** The principal office of the Surviving LLLP shall be the current principal office of Alaqua Group, located at 1855 W. State Road 434, Longwood, Florida 32750.
4. **Name and Address of General Partner of Surviving LLLP.** The name of the General Partner of the Surviving LLLP is ALAQUA MANAGEMENT, LLC and its street and mailing address is 1855 W. State Road 434, Longwood, Florida 32750.
5. **Purpose of Surviving LLLP.** The purpose of the Surviving LLLP is to engage in any lawful act or activity for which limited liability limited partnerships may be formed under the laws of the State of Florida.

6. **Resident Agent of Surviving LLLP.** BRIAN MORAN whose street address is 111 N. Orange Ave., Ste 900, Orlando, FL 32801 shall be, and is hereby appointed as the person to whom process, and demands against Surviving LLLP, or either of the Constituent Parties, may be served.

7. **Conversions of Interests in SCCF.** The mode of effecting the merger of SCCF into Surviving LLLP, and the manner and basis for converting the outstanding shares of SCCF and indebtedness of SCCF to each SCCF Investor into partnership interests in the Surviving LLLP, shall be as follows:

a. Each SCCF investor shall be entitled to a partnership interest in the Surviving LLLP in accordance with the percentage interests as set forth in Schedule 1 attached hereto in exchange for all such SCCF Investor's shares of stock of SCCF.

b. On the Effective Date (as defined below), each SCCF investor shall surrender his units in SCCF in exchange for partnership interests in the Surviving LLLP. Upon surrender to the Surviving LLLP of the respective certificates of outstanding units of SCCF, there shall be issued to the respective members thereof, in substitution therefor, partnership interests of the Surviving LLLP, in accordance with the percentage interests as set forth in Schedule 1 attached hereto.

8. **Effective Date.** The merger shall become effective on the day on which the following have been completed (the "*Effective Date*"):

a. This Agreement has been approved the partners and owners of each of the Constituent Parties in accordance with the laws of Florida;

b. Articles of Merger, in substantially the form attached hereto as Exhibit A ("*Articles of Merger*"), have been signed and filed according to law;

c. All conditions precedent to each party's duties of performance under this Agreement exists or have occurred, unless waived in writing; and

d. No event giving either party the right to terminate this Agreement has occurred.

9. **Certificate of Limited Partnership and Agreement of Limited Liability Limited Partnership.** On the Effective Date, Certificate of Limited Partnership, Statement of Qualification and the Agreement of Limited Liability Limited Partnership of ALAQUA GROUP (the "*Partnership Agreement*") shall continue to be the Certificate of Limited Partnership, Statement of Qualification and the Partnership Agreement.

10. **Merger of Interests and Assumption of Liabilities.** At the Effective Date, the Constituent Parties shall be deemed merged as provided by statute. All rights, privileges,

immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of SCCF shall be taken and deemed transferred, and shall be vested in Surviving LLLP without further act or deed; but Surviving LLLP shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Parties, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Surviving LLLP and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving LLLP. When requested by Surviving LLLP, SCCF shall execute and deliver all deeds and other instruments deemed by Surviving LLLP to be necessary in order to vest Surviving LLLP with title to and possessions of all rights and property of Disappearing Entity.

11. **Representations and Warranties.** The Constituent Parties represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

a. SCCF and Alaqua Group are organized and in good standing under the laws of the State of Florida.

b. The signing of this Agreement by SCCF and Alaqua Group and the consummation of the transactions contemplated by this Agreement have been approved by their respective officers, subject to approval by their owners. On approval by their owners in accordance with law, no further action is necessary under the laws of the State of Florida to make this Agreement valid and binding upon the parties. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of the charter documents, notes, or other agreements or documents to which the undersigned are parties.

12. **Federal Securities Act Exemption.** The partnership interests of the Alaqua Group to be issued pursuant to this Agreement shall not be registered under the Securities Act of 1933, in reliance on Section 4(2) of the Securities Act of 1933 or such other exemption as the Alaqua Group and its counsel shall elect. The parties agree that the partnership interests of Alaqua Group issued pursuant to this Agreement, whether represented by certificates or merely reflected in the Partnership Agreement of Alaqua Group, shall bear a restrictive legend stating substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT.

13. **Affirmative Covenants.** The Constituent Parties promise to each other as follows:

- a. Each of the Constituent Parties will submit and recommend the merger of SCCF into Alaqua Group to their respective owners.
- b. Each party will use its best efforts to preserve its business organization intact and to preserve its goodwill with its suppliers, customers, and others having business relations with it.

14. **Unanimous Consent.** Notwithstanding any provisions regarding dissenters rights as provided by Florida Law, Alaqua Group's obligations to consummate the transactions contemplated by this Agreement, shall be subject to receipt the unanimous consent of all of the SCCF Investors identified in Schedule 1 attached hereto and execution by each such SCCF Investors of such documents as Alaqua Group deems necessary and appropriate, in its sole discretion, including but not limited to, releases signed by each SCCF Investor releasing Alaqua Group from any claims of such SCCF Investors in connection with any debt, equity or guaranties of third party loans that any such SCCF Investor may have related to such SCCF Investor's interest in or relationship with SCCF.

15. **Further Assurances.** If at any time after the Effective Date, Alaqua Group considers or is advised that any other actions or things are necessary or desirable (a) to vest, perfect, or confirm of record or otherwise in Alaqua Group its right, title, or interest in, to or under any of the rights, properties, or assets of SCCF or (b) to otherwise carry out the provisions of this Agreement, the members of Alaqua Group are authorized, in the name and on behalf of SCCF, to execute and deliver all proper deeds, assignments, confirmation, and assurances in law, and do all such actions as may be necessary or desirable to vest, perfect, or confirm in Alaqua Group all rights, title, and interests in, to, and under such rights, properties, or assets or to otherwise carry out this Agreement.

16. **Termination and Abandonment of Merger.**

- a. *Termination by Mutual Consent.* This Agreement may be terminated at any time before the Effective Date by the mutual consent of SCCF and Alaqua Group.
- b. *Termination by Alaqua Group.* Alaqua Group may terminate this Agreement at any time before the Effective Date by delivery of written notice to SCCF if SCCF has violated this Agreement in any material respect or the Effective Date has not occurred by December 1, 2016.
- c. *Effective of Termination.* If this Agreement is terminated pursuant to this Article 16:
 - (i) This Agreement shall become void and of no further force or effect, with no liability or obligation on the part of Alaqua Group or SCCF, except that

nothing in this provision shall relieve any party or any liability for willful breach of this Agreement.

- (ii) The Merger may be abandoned; and
- (iii) Alaqua Group and SCCF shall each bear its own costs associated with this Agreement and all transactions contemplated by this Agreement.

17. **Miscellaneous**

a. *Headings.* The headings in this Agreement are included for convenience only and shall affect neither the construction or interpretation of any provision in this Agreement nor any of the rights or obligations of the parties to this Agreement.

b. *Notices.* Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the following address:

- (i) In the case of SCCF, to:

Steel Curtain of Central Florida, LLC
1855 W State Road 434
Longwood, Florida 32750

Attention: John Ritenour

or to any other person or address specified in a written notice provided by SCCF to Alaqua Group in the manner provided by this paragraph.

- (ii) In the case of Alaqua Group, to

Alaqua Group, LLLP
1855 W State Road 434
Longwood, Florida 32750

Attention: John Ritenour

or to any other person or address specified in a written notice provided by Alaqua Group to SCCF in the manner provided by this paragraph.

c. *Binding Nature.* This Agreement shall be binding on and inure to the benefit of the parties to this Agreement.


- d. *Applicable Law.* The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida applicable to contracts entered into and to be performed wholly within the State of Florida.
- e. *Exhibits and Schedules.* The exhibits and schedules attached to this Agreement by this reference are incorporated into and constitute a part of this Agreement.
- f. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Constituent Parties have caused their respective names to be signed hereto by the president and secretary, thereunto duly authorized by their respective managers.

STEEL CURTAIN OF CENTRAL FLORIDA, LLC

Witness: 

Witness: Christy Caldwell

By: 
John Ritenour, Manager

Witness: 

Witness: Christy Caldwell

ALAQUA GROUP, LLLP
by its General Partner,
ALAQUA MANAGEMENT, LLC

By: 
John Ritenour, Manager

SCHEDULE 1

**PERCENTAGE OF OWNERSHIP INTEREST IN
ALAQUA GROUP, LLLP**

Alaqua Management, LLC	85%
-------------------------------	------------

Edward D. Postal	15%
-------------------------	------------

EXHIBIT A
ARTICLES OF MERGER