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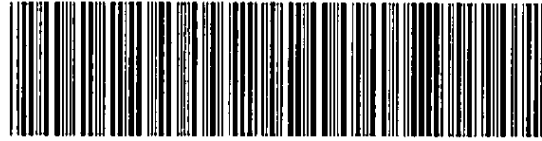
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2019 AUG 12 P 2 26
STATE CLERK OF STATE
TALLAHASSEE, FLORIDA

AUG 13 2019

ARTICLES OF MERGER OF
KYN PARTNERS, LLC F/K/A KENYON PARTNERS, LLC
INTO
NOYNEK PARTNERS, LLC

FILED

2019 AUG 12 P 2: 56

In Accordance With Section 605.1025, Florida Statutes

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I
Names and Surviving Limited Liability Company

The names and state of organization of the limited liability companies which are parties to the merger are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u>
KYN Partners, LLC f/k/a Kenyon Partners, LLC	Florida	Limited Liability Company	L17000259190
Noynek Partners, LLC	Florida	Limited Liability Company	L02000006563

Noynek Partners, LLC shall be the surviving limited liability company and in accordance with the plan of merger, the Articles of Organization of the surviving limited liability company shall be amended to change its name to "**Kenyon Partners, LLC.**"

ARTICLE II
Plan of Merger

The Plan of Merger, which was approved by each domestic limited liability company that is a party to the merger in accordance with the Florida Revised Limited Liability Company Act, is attached hereto as **Exhibit A.**

ARTICLE III
Date of Adoption

The date of adoption of the Plan of Merger by the board of directors of each of the merging domestic limited liability companies and the surviving limited liability company was August 7, 2019.

ARTICLE IV
Effective Date

The merger shall be effective on the date of the filing of these Articles of Merger with the Secretary of State of the State of Florida.

[SIGNATURE PAGE FOLLOWS]

Articles of Merger

KYN Partners, LLC into Noynek Partners, LLC

Page 2 of 2

Dated this 7th day of August, 2019.

KYN PARTNERS, LLC

F/K/A KENYON PARTNERS, LLC

By: 

Jorge R. Gutiérrez, Manager

NOYNEK PARTNERS, LLC

By: 

Jorge R. Gutiérrez, Manager

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the “**Plan of Merger**”) is entered into on August 7, 2019, by and between **KYN PARTNERS, LLC**, a Florida limited liability company (“**KYN**”) and **NOYNEK PARTNERS, LLC**, a Florida limited liability company (“**Noynek**”).

BACKGROUND

The parties to this Plan of Merger believe it is in the best interest of both limited liability companies to merge KYN with and into Noynek, with Noynek being the surviving limited liability company (the “**Merger**”). The respective managers and members of KYN and Noynek have adopted resolutions approving this Plan of Merger in accordance with the Florida Revised Limited Liability Company Act (the “**Act**”).

TERMS

For the reasons described above and in consideration of the covenants herein contained, the parties agree to this Plan of Merger as follows:

1. **Merger.** In accordance with the applicable provisions of the Act, KYN shall merge with and into Noynek (the “**Surviving LLC**”). Upon the effective date of the Merger, the separate existence of KYN shall cease. The effective date for the Merger shall be the date of the filing of the Articles of Merger with the Florida Department of State (the “**Effective Date**”).
2. **Changes to Articles of Organization.** The Articles of Organization of Noynek Partners, LLC shall be the Articles of Organization of the Surviving LLC, *provided, however*, that the Articles of Organization of the Surviving LLC shall be amended to change its name to “**Kenyon Partners, LLC**” as of the Effective Date.
3. **Changes to Limited Liability Company Operating Agreement.** The limited liability company operating agreement of Noynek shall be the limited liability company operating agreement of the Surviving LLC as of the Effective Date, until thereafter amended in accordance with Florida law.
4. **Changes to Manager.** The Manager of Noynek shall be the Manager of the Surviving LLC as of the Effective Date, until his successor is duly elected and qualified.
5. **Effects of Merger.**
 - a. The Merger shall have the effect provided therefor by the Act. As of the Effective Date, the Surviving LLC shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of KYN; and all the property, real, personal and mixed, and all debts due on

whatever account, and all other choses in action, and all and every other interest of or belonging to or due KYN, shall be deemed to be transferred to and vested in the Surviving LLC without further act or deed, and the title to any property or any interest therein, vested in KYN, shall not revert to or be in any way impaired by reason of the Merger.

- b. The Surviving LLC shall be responsible and liable for all the liabilities and obligations of KYN; and any claims existing by or against KYN may be prosecuted to judgment as if the Merger had not occurred, or the Surviving LLC may be substituted in the place of KYN. The rights of any creditors of KYN shall not be impaired by reason of the Merger. The Surviving LLC shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of KYN.

6. **Unit Conversion.** As of the Effective Date, by virtue of the Merger and without any action on the part of the members of KYN or Noynek:

- a. Each issued and outstanding unit of limited liability company membership interest of KYN immediately prior to the Effective Date shall be automatically cancelled and shall be converted into one unit of limited liability company membership interest of the Surviving LLC.
- b. Each issued and outstanding unit of limited liability company membership interest of the Surviving LLC immediately prior to the Effective Date shall remain outstanding and shall continue to represent one unit of limited liability company membership interest of the Surviving LLC after the Effective Date.

7. **Further Assurances.** If at any time the Surviving LLC shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in the Surviving LLC the title to any property or rights of KYN or to otherwise carry out the provisions hereof, the duly appointed Manager of KYN as of the Effective Date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving LLC and to otherwise carry out the provisions hereof.

8. **Abandonment or Amendment.** At any time prior to the filing of the Articles of Merger with the Florida Department of State, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the parties pursuant to this provision.

9. **Approval by Managers and Members.** This Plan of Merger has been

10. **Procedure.** Each party will in a timely manner follow the procedures provided by Florida law in connection with the statutory merger including the filing of appropriate Articles of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Plan of Merger and the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.

**KYN PARTNERS, LLC
F/K/A KENYON PARTNERS, LLC**

By: 

Jorge R. Gutiérrez, Manager

NOYNEK PARTNERS, LLC

By: 

Jorge R. Gutiérrez, Manager