

L04000081255

(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



300062188353

FILED

2006 DEC 29 AM 10:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

2006 DEC 29 PM 2:59

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 784728 4312752

AUTHORIZATION :

COST LIMIT : \$ 50.00

ORDER DATE : December 29, 2005

ORDER TIME : 12:36 PM

ORDER NO. : 784728-005

CUSTOMER NO: 4312752

FILED
2005 DEC 29 AM 10:00
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

ARTICLES OF MERGER

KONOVER COPPA HOLDINGS, LLC

INTO

COPPA HOLDINGS LLC

JAWB COPPA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

**Certificate of Merger
For
Florida Limited Liability Company**

FILED
2005 DEC 29 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Coppa Holdings LLC	Florida	Limited Liability Company
Konover Coppa Holdings, LLC	Florida	Limited Liability Company

L04000081252

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>
Coppa Holdings LLC	Florida	Limited Liability Company

L04000081255

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, 608, 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:

N/A

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:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

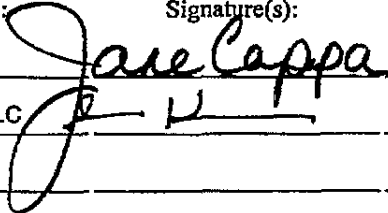
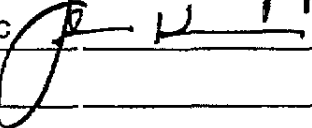
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Coppa Holdings LLC		Jane Coppa, Manager
Konover Coppa Holdings, LLC		Simon Konover, Manager

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

<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
--	---------

3 of 6

The MANAGER of COPPA HOLDINGS LLC is:	JANE COPPA 8006 Laurel Ridge Court Delray Beach, FL 33446-3639
---------------------------------------	--

PLAN OF MERGER

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>
Coppa Holdings LLC	Florida	Limited Liability Company
Konover Coppa Holdings, LLC	Florida	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>
Coppa Holdings LLC	Florida	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

Upon the filing of this Certificate of Merger with the Florida Department of State (the "Effective Date"), (i) Konover Coppa Holdings, LLC (the "Terminating Company") shall be merged with and into Coppa Holdings LLC (the "Surviving Company"), (ii) the separate existence of the Terminating Company shall cease and the Surviving Company shall continue in its existence as the surviving limited liability company in the merger, and (iii) the Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and powers of the Terminating Company.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

No membership interest of the Terminating Company shall be converted into cash or other property because prior to the Effective Date, the Surviving Company is the sole member of the Terminating Company and owns 100% of the membership interests of the Terminating Company, and hence, upon and as of the Effective Date, the Surviving Company will continue to own 100% of the beneficial interests in the cash and other property of the Terminating Company.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

No rights to acquire membership interests in the Terminating Company shall be converted into rights to acquire membership interests in the Surviving Company because no such rights exist prior to, or upon, the Effective Date.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

The Articles of Organization and the Operating Agreement of the Surviving Company, as in force and effect prior to the Effective Date, shall continue to be the Articles of Organization and the Operating Agreement, respectively, of the Surviving Company upon the Effective Date, until further amended and changed in the manner prescribed by the provisions of the Articles of Organization and the Operating Agreement of the Surviving Company, and Title XXXVI of the Florida Statutes.

(Attach additional sheet if necessary)