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Name:	EyeLand, LLC
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Amount: \$ 80.00

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**ARTICLES OF MERGER
OF
EYEGRASSES, LLC
INTO
EYELAND, LLC**

Pursuant to the provisions of Section 605.1025 of the Florida Revised Limited Liability Company Act, as amended (the "Act"), the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned limited liability companies and the state under the laws of which they are respectively organized are:

<u>Name of Limited Liability Company</u>	<u>State</u>
EyeGrasses, LLC 215-103477	Florida
EyeLand, LLC	Florida

SECOND: The surviving entity is EyeLand, LLC and it is to be governed by Chapter 605 of the laws of the State of Florida.

THIRD: The Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A was unanimously approved by the members of EyeGrasses, LLC and by the members of EyeLand, LLC, in each case in the manner prescribed by Section 605.1023 of the Act.

FOURTH: EyeLand, LLC, as the surviving entity, has agreed to pay to any members of each merging limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Act.

FIFTH: The effective date of the merger shall be the date of filing of these Articles of Merger.

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Dated: 12/29/2021, 2021

EYEGRASSES:

EycGrasses, LLC, a Florida limited liability company

DocuSigned by:
By: Dr. Jeffrey Locke
Name: Dr. Jeffrey Locke
Title: Partner

EYELAND:

EyeLand, LLC, a Florida limited liability company

DocuSigned by:
By: Dr. Jeffrey Locke
Name: Dr. Jeffrey Locke
Title: Partner

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Exhibit A
Plan of Merger

See attached.

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of 12/29/2021, 2021 by and among EYELAND, LLC, a Florida limited liability company ("EyeLand"), EYEGRASSES, LLC, a Florida limited liability company ("EyeGrasses"), all of the members of EyeLand as set forth on the signature page hereto (the "EyeLand Members"), and all of the members of EyeGrasses as set forth on the signature page hereto (the "EyeGrasses Members").

WITNESSETH:

WHEREAS, the EyeLand Members, as listed on **Schedule A**, are the sole members of EyeLand and own 100% of its issued and outstanding membership units (the "EyeLand Units");

WHEREAS, the EyeGrasses Members, as listed on **Schedule B**, are the sole members of EyeGrasses and own 100% of its issued and outstanding membership units (the "EyeGrasses Units"); and

WHEREAS, the EyeLand Members and the EyeGrasses Members desire to cause the merger of EyeGrasses with and into EyeLand on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual and dependent promises and the representations and warranties hereinafter contained, the parties hereto agree as follows:

SECTION 1. THE MERGER

1.1 **The Merger**. At the Effective Time (as defined in Section 1.4) and subject to the terms and conditions hereof and the provisions of the Chapter 605, *Florida Statutes*, and the Florida Revised Limited Liability Company Act (the "Act"), EyeGrasses will be merged with and into EyeLand in accordance with the Act, the separate existence of EyeGrasses shall thereupon cease and EyeLand shall continue as the surviving entity (the "Surviving Entity") (the "Merger").

EyeGrasses and EyeLand are sometimes hereinafter referred to collectively as the "Constituent Entities." For purposes of the representations, warranties, covenants and agreements contained herein, references to the business, properties, assets, condition or prospects of EyeGrasses and/or EyeLand will be deemed to refer to such business, properties, assets, conditions and prospects both before the Closing with respect to EyeGrasses and EyeLand and after the Closing with respect to the Surviving Entity.

1.2 **Effects of the Merger.** The separate company existence of EyeLand, as the Surviving Entity, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Entity shall succeed to all the properties and assets of the Constituent Entities and to all debts, choses in action and other interests due or belonging to the Constituent Entities and shall be subject to, and responsible for, all the debts, liabilities and duties of the Constituent Entities with the effect set forth in Section 605.1026 of the Act.

1.3 **Closing.** Subject to the terms and conditions provided herein, the transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") which will take place at the offices of WhiteBird, PLLC at 2101 Waverly Place, Suite 100, Melbourne; Florida 32901 on the date hereof (such date being referred to herein as the "Closing Date").

1.4 **Effective Time.** Subject to the terms and conditions provided herein, the Merger shall be consummated by filing articles of merger (the "Articles of Merger") with the Florida Department of State, substantially in the form appended hereto as **Exhibit A**, executed in accordance with the Act. The Merger shall be effective at such time as the Articles of Merger shall have been duly filed with the Department of State of the State of Florida in accordance with the

Act or on such date as the Constituent Entities shall specify in the Articles of Merger (the "Effective Time").

1.5 **Articles of Organization.** The articles of organization of EyeLand, as in effect as of the Effective Time, shall be the articles of organization of the Surviving Entity (the "Articles of Organization"), until further amended in accordance with applicable law.

1.6 **Operating Agreement.** The operating agreement of EyeLand, as in effect as of the Effective Time, shall be the operating agreement of the Surviving Entity (the "Operating Agreement"), until further amended in accordance with applicable law. However, immediately following the Effective Time, the TBE Transfers and the consummation of the transactions contemplated by the Membership Interest Purchase Agreement (as defined in Section 3.8 below), the Surviving Entity and the members of the Surviving Entity shall enter into and adopt the amendment to the Operating Agreement attached as Exhibit D to the Membership Interest Purchase Agreement.

1.7 **Management and Officers.** Upon consummation of the Merger and in accordance with the Operating Agreement, the Surviving Entity shall be managed by its members. Upon consummation of the Merger, the officers of the Surviving Entity will remain unchanged and such officers will hold office until their respective successors are duly elected or appointed and qualified. If, on or after the Effective Time, a vacancy shall exist in any of the offices of the Surviving Entity by reason of death or inability to act, or for any other reason, such vacancy may be filled in the manner provided in the Operating Agreement of the Surviving Entity.

1.8 **Conversion of Units.** At the Effective Time, by virtue of the Merger and without any action on the part of EyeLand, EyeGrasses or the holder of any of the following securities:

(a) Each of the EyeLand Units issued and outstanding immediately prior to the Effective Time shall immediately and automatically be converted into 1.471610796213850 EyeLand Units in exchange therefor.

(b) Each of the EyeGrasses Units issued and outstanding immediately prior to the Effective Time shall immediately and automatically be converted into 0.01203648785495160 EyeLand Units in exchange therefor.

(c) Immediately following the Effective Time, all of the EyeLand Units held by each EyeLand Member shall be conveyed by membership interest transfer power from such EyeLand Member to each EyeLand Member and their spouse as tenants by the entireties (the "TBE Transfers").

(d) As of and after the Effective Time, the Surviving Entity shall not be bound by any options, warrants or agreements with respect to the issuance or acquisition of any EyeLand Units or any EyeGrasses Units or which would entitle any person to own, purchase or receive any units in the Surviving Entity.

(e) Upon cancellation of the certificates for the EyeGrasses Units, if any, and the completion of the TBE Transfers, the post-closing capitalization of the Surviving Entity shall be as set forth on Schedule 1.8(d) attached hereto.

1.9 Cancellation of Certificates; Books of Transfer.

(a) At or after the Effective Time, EyeGrasses or the EyeGrasses Members shall surrender to the Surviving Entity any certificate(s) representing the EyeGrasses Units.

(b) At the Effective Time, the books of EyeGrasses evidencing transfers of its membership units shall be closed and there shall be no further registration of transfers of membership units in EyeGrasses. From and after the Effective Time, the holders of membership

units in EyeGrasses immediately prior to the Merger shall cease to have any rights as members of EyeGrasses or otherwise with respect to such membership units, except as otherwise provided herein or by law. No distributions declared after the Effective Time with respect to any membership units of the Surviving Entity shall be paid to the holder of any unsurrendered certificate or certificates formerly representing membership units in EyeGrasses.

(c) Notwithstanding anything to the contrary in this Section 1.9, neither of the Surviving Entity nor any party hereto shall be liable to a holder of a certificate or certificates formerly representing EyeGrasses Units or EyeLand Units for any amount properly paid to a public official pursuant to any applicable property, escheat or similar law.

SECTION 2. MISCELLANEOUS.

2.1 **Law Governing.** This Agreement shall be construed under and governed by the internal laws, and not the law of conflicts, of the State of Florida.

2.2 **Notices.** Any notice, request, demand other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, or if sent by registered or certified mail upon the sooner of the expiration of three days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment or receipt, as follows:

To EyeGrasses Parties: 2420 South Babcock Street
Melbourne, FL 32901

To EyeLand Parties: 2420 South Babcock Street
Melbourne, FL 32901

or to such other address of which any party may notify the other parties as provided above.

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2.3 **Prior Agreements Superseded.** This Agreement and any agreements executed by the parties in connection herewith supersede all prior understandings and agreements among the parties relating to the subject matter hereof.

2.4 **Assignability.** This Agreement may not be assigned by any party hereto without the prior written consent of all other parties hereto, this Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.

2.5 **Publicity and Disclosures.** Until the Effective Time, so long as this Agreement is in effect, neither EyeGrasses nor EyeLand nor any of their respective members, subsidiaries or affiliates shall issue or cause the publication of any press release or other announcement with respect to the Merger, this Agreement or the other transactions contemplated hereby without the prior written consent of all other parties hereto, which consent shall not be unreasonably withheld, except to the extent disclosure is required by any applicable law or regulation or by any court or authorized administrative or governmental agency.

2.6 **Captions and Gender.** The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter pronoun, as the context may require.

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2.7 **Certain Definitions.** For purposes of this Agreement, the term:

(a) "affiliate" of a person shall mean a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person;

(b) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of equity, as trustee or executor, by contract or credit arrangement or otherwise;

(c) "person" means an individual, corporation, partnership, company, association, trust or any unincorporated organization; and

(d) "subsidiary" of a person means any corporation more than fifty percent (50%) of whose outstanding voting securities, or any partnership, joint venture or other entity more than fifty percent (50%) of whose total equity interest, is directly or indirectly owned by such person.

2.8 **Execution in Counterparts.** For the convenience of the parties to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

2.9 **Amendments; Waivers.** This Agreement may not be amended or modified except by a writing duly and validly executed by each party hereto. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

IN WITNESS WHEREOF, the parties hereto or their duly authorized representatives have caused this Agreement to be executed as of the date first set forth above.

EYELAND:

EyeLand, LLC, a Florida limited liability company

DocuSigned by:
By: Dr. Jeffrey Locke
Name: Dr. Jeffrey Locke
Title: Partner

EYEGRASSES:

EyeGrasses, LLC, a Florida limited liability company

DocuSigned by:
By: Dr. Jeffrey Locke
Name: Dr. Jeffrey Locke
Title: Partner

EYELAND MEMBERS:

DocuSigned by:
By: Dr. Terrance Naberhaus
Terrance W. Naberhaus, O.D., an individual

DocuSigned by:
By: Dr. Jeffrey Locke
Jeffrey C. Locke, O.D., an individual

DocuSigned by:
By: Kenneth Boyle
Kenneth D. Boyle, O.D., an individual

EYEGRASSES MEMBERS:

DocuSigned by:
By: Dr. Terrance Naberhaus
DocuSigned by:
By: Karen Naberhaus
Terrance W. Naberhaus, O.D., and Karen J. Naberhaus, tenants by the entireties

DocuSigned by:
By: Dr. Jeffrey Locke
DocuSigned by:
By: Christie Locke
Jeffrey C. Locke, O.D. and Christie M. Locke, tenants by the entireties

DocuSigned by:
By: Kenneth Boyle
DocuSigned by:
By: Karen Boyle
Kenneth D. Boyle, O.D. and Karen Boyle, tenants by the entireties

DocuSigned by:
By: Dr. Denise Burns-Legros
DocuSigned by:
By: Brian Legros
Denise Burns-Legros, O.D. and Brian Legros, tenants by the entireties

Capitalization of EyeLand Prior to Merger

<u>Members</u>	<u>Membership Units</u>
Terrance W. Naberhaus, O.D., an individual	25
Jeffrey C. Locke, O.D. and Christie M. Locke, tenants by the entireties	25
Kenneth D. Boyle, O.D., an individual	25
TOTAL	75

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SCHEDULE B

Capitalization of EyeGrasses Prior to Merger

<u>Members</u>	<u>Membership Units</u>
Terrance W. Naberhaus, O.D. and Karen J. Naberhaus, tenants by the entirety	200
Jeffrey C. Locke, O.D. and Christie M. Locke, tenants by the entireties	200
Kenneth D. Boyle, O.D. and Karen Boyle, tenants by the entireties	200
Denise Burns-Legros, O.D. and Brian Legros, tenants by the entireties	200
TOTAL	800

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Post-Merger Capitalization of Surviving Entity

<u>Members</u>	<u>Membership Units</u>
Terrance W. Naberhaus, O.D. and Karen J. Naberhaus, tenants by the entireties	39.197567476336600
Jeffrey C. Locke, O.D. and Christie M. Locke, tenants by the entireties	39.197567476336600
Kenneth D. Boyle, O.D. and Karen Boyle, tenants by the entireties	39.197567476336600
Denise Burns-Legros, O.D. and Brian Legros, tenants by the entireties	2.407297570990310
TOTAL	120.000000000000000

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