

LD6000061586

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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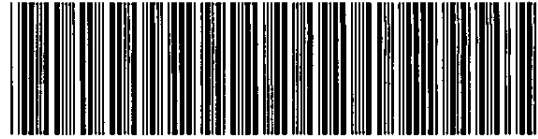
(Business Entity Name)

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2015 OCT 28 PM 3:45  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

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OCT 28 2015  
A RAMSEY

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Flogeo North, LLC

\_\_\_\_\_  
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Joel S. Fass

\_\_\_\_\_  
Contact Person

Colodny Fass, P.A.

\_\_\_\_\_  
Firm/Company

1401 NW 136th Avenue, Suite 200

\_\_\_\_\_  
Address

Sunrise, Florida 33323

\_\_\_\_\_  
City, State and Zip Code

vfaden@saxon.net    george@saxon.net

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

For further information concerning this matter, please call:

Joel S. Fass

at ( 954 ) 492-4010

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Daytime Telephone Number

☒ Certified copy (optional) \$30.00

**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

CR2E080 (2/14)

ARTICLES OF MERGER  
OF

CAVALLARO & LEE, LLC  
(a Florida limited liability company)

WITH AND INTO

FLOGEO NORTH, LLC  
(a Florida limited liability company)

FILED  
2015 OCT 28 PM 3:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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Pursuant to Section 605.1025  
of the Florida Revised Limited Liability Company Act

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The following Articles of Merger is submitted to merge the following Florida limited liability companies in accordance with Section 605.1025, Florida Statutes:

**FIRST:** The exact name, form/entity type and jurisdiction for each merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Flogeo North, LLC	Florida	Limited Liability Company
Cavallaro & Lee, LLC	Florida	Limited Liability Company

**SECOND:** The exact name, form/entity type and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Flogeo North, LLC	Florida	Limited Liability Company

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026, Florida Statutes and by each member of such limited liability company who, as a result of the merger, will have interest holder liability under Section 605.1023(1)(b), Florida Statutes.

**FOURTH:** The surviving entity exists before the merger and is a domestic filing entity. There will be no amendment to its public organic record.

**FIFTH:** The surviving entity agrees to pay any members with appraisal rights the amount to which members are entitled under Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

**SIXTH:** These Articles of Merger shall become effective on the date and at the time accepted for filing by the Department of State of the State of Florida.

**IN WITNESS WHEREOF**, the undersigned duly authorized officers of the constituent merging entities have caused these Articles of Merger to be executed this 28 day of October, 2015.

**FLOGEO NORTH, LLC**

By: \_\_\_\_\_  
Name: GEORGE CAVALLARO  
Title: MANAGER

**CAVALLARO & LEE, LLC**

By: \_\_\_\_\_  
Name: GEORGE CAVALLARO  
Title: MANAGER

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan") is entered into between Flogeo North, LLC, a Florida Limited Liability Company (the "Parent") and Cavallaro & Lee, LLC, a Florida limited liability company (the "Subsidiary") as of October 28, 2015.

In consideration of the mutual promises and covenants contained in this Plan, the parties agree as follows:

### 1. The Merger.

1.1. Surviving Entity. Upon the time of filing (the "Effective Time") of Articles of Merger with the Secretary of State of the State of Florida:

(a) the Subsidiary shall be merged with and into the Parent (the "Merger") in accordance with Sections 605.1022-605.1026, Florida Statutes;

(b) the Parent shall be the surviving entity of the Merger (sometimes herein after referred to as the "Surviving LLC");

(c) the identity, existence, rights, privileges, powers, franchises, properties and assets of the Parent shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving LLC; and

(d) the identity and separate existence of the Subsidiary shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the Subsidiary shall be vested in the Surviving LLC.

1.2 Articles, Operating Agreement, Members, Manager and Officers. From and after the Effective Time, until amended as provided by law, the Articles of Organization of the Parent shall be the Articles of Organization of the Surviving LLC, the Operating Agreement of the Parent shall be the Operating Agreement of the Surviving LLC, and the managers and any officers of the Parent in office immediately prior to the Effective Time shall become the managers and officers of the Surviving LLC as of the Effective Time. The Merger shall not result in any amendments to, or restatements of, the Surviving LLC's public organic record or private organic rules.

1.3. Membership Interest Conversion. At the Effective Time, each membership interest in the Subsidiary outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Subsidiary or the Parent, be canceled, and all of the membership interests in the Parent outstanding prior to the Merger shall remain outstanding membership interests in the Surviving LLC following the Merger.

2. **General.**

2.1 **Condition to the Merger.** The Merger shall be duly authorized by both the Parent and the Subsidiary prior to the filing of the Articles of Merger with the Secretary of State of the State of Florida effecting the Merger.

2.2 **Termination.** Notwithstanding anything herein or elsewhere to the contrary, this Plan may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Plan, by the consent of either the managers of the Parent or the managers of the Subsidiary. In the event of such termination and abandonment, this Plan shall forthwith become void and neither party nor its respective officers, managers or members shall have any liability hereunder.

2.3. **Counterparts.** This Plan may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[The remainder of this page has intentionally been left blank]*

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

PARENT

FLOGEO NORTH LLC

By: \_\_\_\_\_  
Name: George Cavallaro  
Title: MANAGER

SUBSIDIARY

CAVALLARO & LEE, LLC

By: \_\_\_\_\_  
Name: George Cavallaro  
Title: MANAGER

*[Signature Page to Agreement and Plan of Merger]*