

LOG000121918

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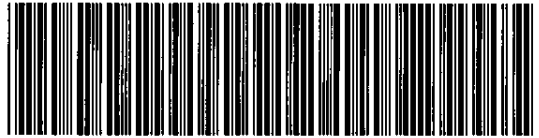
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CONTACT: TRICIA TADLOCK

DATE: 12-26-06

REF. #: 0466.61827

CORP. NAME: KARON, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 519573 FOR \$ 80.00.

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

STATE OF FLORIDA
ARTICLES OF MERGER
by and between

Karon, LLC, a New York limited liability company
and
Karon, LLC, a Florida limited liability company

FILED
06 DEC 27 AM 11:16
CLERK OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with Section 608.4382, Florida Statutes and pursuant to Section 1003 of the New York Limited Liability Company Law.

FIRST: The name, principal address, jurisdiction and entity type of the merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Karon, LLC 1941 S.W. 68 th Avenue Plantation, FL 33317	New York	Limited Liability Company

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Karon, LLC 1941 S.W. 68 th Avenue Plantation, FL 33317	Florida	Limited Liability Company

Florida Document Number:
L06000121918

THIRD: The attached Agreement and Plan of Merger was approved by both the domestic limited liability company and foreign limited liability company that are parties to the merger.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of either limited liability company that is a party to the merger.

FIFTH: The merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State and the New York Department of State.

SIXTH: The Articles of Merger comply with and were executed in accordance with the laws of the states of Florida and New York.

SEVENTH: Signature(s) for each party.

KARON, LLC, a New York limited liability company

By: Ronald Feder
Ronald Feder, Member

Dated: December 24, 2006

KARON LLC,
a Florida limited liability company

By: Ronald Feder
Ronald Feder, Member

Dated: December 24, 2006

AGREEMENT AND PLAN OF MERGER

24 THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the day of December, 2006, by and between KARON, LLC, a New York limited liability company (hereinafter sometimes referred to as the "Merged LLC"), and KARON, LLC, a Florida limited liability company (the "Surviving Company"). The Merged LLC and the Surviving Company are hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged LLC merge into the Surviving Company in a manner which conforms to Section 608.438, Florida Statutes and Section 1003 of the New York Limited Liability Company Law.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Merged LLC shall merge into the Surviving Company in accordance with the laws of the State of Florida and the State of New York.

2. **Effective Date.** The Merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State and the Certificate of Merger is filed with the New York Department of State (the "Effective Date").

3. **Rights of the Surviving Company.** Upon the Effective Date: (a) the Merged LLC and the Surviving Company shall become a single limited liability company and the separate existence of the Merged LLC shall cease; (b) the Surviving Company shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged LLC which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged LLC, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged LLC shall vest in the Surviving Company without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged LLC shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Company shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies,

contracts, approvals and authorizations of the Surviving Company as they were with respect to the Constituent Entities.

4. **Articles of Organization, Operating Agreement, Manager and Officers of Surviving Company.** Upon the Effective Date: (a) the Articles of Organization of the Surviving company shall continue as the Articles of Organization of the Surviving Company until amended in the manner provided by law; (b) the Operating Agreement of the Surviving company shall continue as the Operating Agreement of the Surviving Company until amended in the manner provided by law; and (c) the Members of the Surviving Company shall remain the Members of the Surviving Company.

5. **Conversion of Membership Interest.**

- a. The Merged LLC has two members: Ronald Feder and Karen Feder.
- b. The Surviving Company has two members: Ronald Feder and Karen Feder.

At the Effective Time, the membership interest of the members of the Merged LLC shall, by virtue of the Merger and without any action on the part of the Merged LLC or the members thereof, cease to exist. The issued Membership Interests of the Surviving Company shall not be converted in any manner. The membership interests of the Surviving Company authorized immediately prior to the Effective Time will remain authorized from and after the Effective Time.

6. **Appointment of Agent for Service of Process.** The Merged LLC and the Surviving Company appoint Ronald Feder, 1941 S.W. 68th Avenue, Plantation, FL 33317, to accept service of process for any legal action in Florida or New York against either company, with a copy of such process to be mailed to William R. Siegel, Esq., c/o Greenberg Traurig, P.A., 1221 Brickell Avenue, Miami, Florida 33131

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**MERGING LIMITED LIABILITY
COMPANY:**

KARON, LLC, a New York limited
liability company

By: Ronald Feder
Ronald Feder, Member

SURVIVING COMPANY:

KARON, LLC., a Florida limited liability
company

By: Ronald Feder
Ronald Feder, Member