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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Green Bracket LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Jesse Stein

Contact Person

Green Bracket LLC

Firm/Company

75 Valencia Ave., Suite 1000

Address

Coral Gables, FL 33134

City, State and Zip Code

jesse@greenbracket.com

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

For further information concerning this matter, please call:

Jesse Stein

at (917) 689-9791

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

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

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

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2016 NOV -9 AM 9:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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>
Triton Web Properties, Inc.	Florida	Profit Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Green Bracket LLC	Florida	Limited Liability Company

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, 605, 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: November 4, 2016

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Triton Web Properties, Inc.	<u>Jesse Stein</u> Jesse Stein (Nov 4, 2016)	Paul Nute, President
Green Bracket LLC	<u>Paul Nute</u> Paul Nute (Nov 5, 2016)	Jesse Stein, President and Member

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

Agreement and Plan of Merger

Agreement and Plan of Merger (this "**Agreement**"), dated as of November 4, 2016, between Triton Web Properties, Inc., a Florida corporation ("**Triton**"), and Green Bracket LLC, a Delaware corporation (the "**Company**"), and solely for purposes of Section 4(b), Jesse Stein ("**Stein**"), Paul Nute ("**Nute**") and Andy Hernandez ("**Hernandez**").

WHEREAS, the parties desire that Triton merge with and into the Company, with the Company as the surviving entity in the merger.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Section 2 of this Agreement), Triton shall be merged with and into the Company and the Company shall be the surviving corporation. The name of the surviving corporation shall be "Green Bracket LLC". The street address of the surviving corporation shall be 75 Valencia Ave., Suite 1000, Coral Gables, FL 33134. The merger of Triton into the Company is hereinafter referred to as the "**Merger**."

2. Effective Time. The Merger shall become effective upon the filing of the Articles of Merger with the Secretary of State of Florida (the "**Effective Time**").

3. Effect of Merger. At the Effective Time, the separate existence of Triton shall cease; the Company shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities and franchises, both of a public and private nature, of each of the parties to the Merger including, without limitation, any fictitious name used by Triton; and all property, real, personal and mixed, and all debts due on whatever account, and all choses in action, and all and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in the Company without further act or deed; and the title to any real estate, or any interests therein, vested in either of the parties to the Merger shall not revert or be in any way impaired by reason of the Merger. At the Effective Time, the Company shall become responsible and liable for all the liabilities and obligations of each of the parties to the Merger and neither the rights of creditors nor any liens upon the property of either of the parties shall be impaired by the Merger.

4. Disposition of Triton Equity Capital. At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto, the status of the capital stock of Triton (and options to acquire any capital stock of Triton) and the membership interests of the Company shall be as follows:

(a) Triton Capital Stock and Stock Options. Each share of capital stock and stock option of Triton outstanding immediately prior to the Effective Time shall be cancelled at the Effective Time and each holder of any such equity interest in Triton hereby agrees that his current ownership interest in the Company shall be full and adequate consideration for the voluntary surrender and cancellation of all of his right, title and interest in and to the equity capital of Triton. For the avoidance of doubt, each of Stein, Nute and Hernandez understands and acknowledges that (i) his pro rata ownership of Triton (Stein owns 330,000 shares of common stock; Nute owns 110,000 shares of common stock; and Hernandez holds a stock option to purchase 9,300 shares of common stock, of which 4,650 shares are currently vested but not exercised) is not equal to his pro rata ownership of the Company and expressly agrees that his current pro rata ownership of the Company (the surviving entity in the Merger) as of the Effective Date is an accurate reflection of his total, combined interest in both Triton and the Company, immediately prior to the Effective Date; and (ii) he is not entitled to any additional consideration for the cancellation of his entire equity interest in Triton pursuant to this Agreement.

(b) LLC Membership Interests. The schedule of all members and their respective membership interests in the Company, as of the Effective Date, is set forth on Exhibit A hereto.

5. Articles of Organization; Operating Agreement; Managers and Officers

(a) Articles of Organization. At the Effective Time, the Articles of Organization of the Company shall be the Articles of Organization of the surviving company until thereafter amended in accordance with the terms thereof, Florida law and the Amended and Restated Operating Agreement of the Company dated as of September 22, 2016 (the "Operating Agreement").

(b) Operating Agreement. At the Effective Time, the Operating Agreement of the Company shall be the operating agreement of the surviving corporation until thereafter amended as provided therein and in accordance with Florida law.

(c) Managers and Officers. At the Effective Time, the managers and officers of the Company shall be the managers and officers of the surviving corporation until their successors are duly elected and qualified in accordance with the Operating Agreement and Florida law.

6. Approval. This Agreement and Plan of Merger has been approved by the requisite shareholders and directors of Triton and by the requisite members of the Company.

7. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the consent of the requisite shareholders and directors of Triton and of the requisite members of the Company.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement is hereby duly executed by the parties hereto on the date first above written.

Green Bracket LLC

By: Jesse Stein
Jesse Stein (Nov 4, 2016)

Print Name: Jesse Stein
Title: President and CEO

Triton Web Properties, Inc.

By: Paul Nute
Paul Nute (Nov 5, 2016)

Print Name: Paul Nute
Title: President

For purposes of Section 4(b)

Jesse Stein
Jesse Stein (Nov 4, 2016)

Jesse Stein

Paul Nute
Paul Nute (Nov 5, 2016)

Paul Nute

Andy Hernandez
Andy Hernandez (Nov 4, 2016)

Andy Hernandez

Exhibit A

Member Name and Address	Number of Units	Percentage Interest
Jesse Stein 75 Valencia Ave., Suite 1000, Coral Gables, FL 33134 jessestein@yahoo.com	83,500*	83.5%
Paul Nute 6 Willa Lane Chichester, NY 12416 paulnute@yahoo.com	12,500*	12.5%
Andy Hernandez 6830 NW 21 st Terrace Fort Lauderdale, FL 33309 andy@greenbracket.com	3,000**	3%
William Rodriguez 5819 Eagle Cay Terrace Coconut Creek, FL 33073 william@greenbracket.com	1,000***	1%
TOTAL	100,000	100%

* Subject to the terms of that certain Unit Purchase Agreement dated September 13, 2016 by and between Jesse Stein and Paul Nute.

** Subject to vesting as set forth in subsection (c) of the "Term Percentage" definition in Exhibit A above.

*** Subject to vesting as set forth in subsection (d) of the "Term Percentage" definition in Exhibit A above.