

L09000121640

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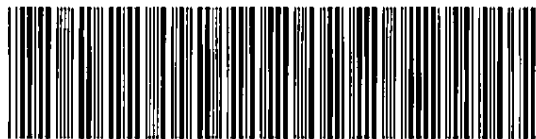
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18 NOV 13 PM 1:29

STATE OF FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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STATE OF FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger



COGENCYGLOBAL

115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
COGENCYGLOBAL.COM

Date: **November 13, 2018**

Account#: I20000000088

Name: **KEN HOWELL**

Reference #: **1012635**

Entity Name: **NCDG MANAGEMENT, LLC**

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

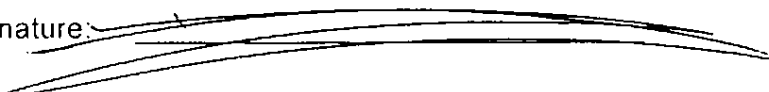
☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other **** CERTIFIED COPY OF MERGER UPON FILING ****

**ISSUES? CALL
KEN:
518-213-0738**

Authorized Amount: **\$80.00**

Signature: 

ARTICLES OF MERGER

OF

NEAL COMMUNITIES DEVELOPMENT GROUP, LLC L09000121193

WITH AND INTO

NCDG MANAGEMENT, LLC L09000121640

Pursuant to the provisions of Sections 605.1021-605.1026 of the Florida Revised Limited Liability Company Act, the undersigned hereby certify that:

1. The merging entity is NEAL COMMUNITIES DEVELOPMENT GROUP, LLC, a Florida limited liability company (the "Merging Entity"). The surviving entity is NCDG MANAGEMENT, LLC, a Florida limited liability company (the "Surviving Entity").

2. The Merging Entity shall be merged with and into the Surviving Entity, with the Surviving Entity as the surviving entity (the "Merger"), in accordance with the terms and provisions of the Agreement and Plan of Merger, dated as of November 13, 2018, a copy of which is attached hereto as Exhibit A (the "Plan of Merger").

3. The Plan of Merger, was executed, adopted and approved by the Merging Entity and the Surviving Entity in accordance with Sections 605.1021-605.1026 of the Florida Revised Limited Liability Company Act.

4. The Surviving Entity has agreed to pay to any members of any 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 Florida Revised Limited Liability Company Act.

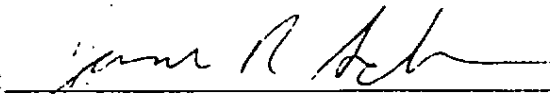
[SIGNATURES ON THE FOLLOWING PAGE]

FILED
18 NOV 13 PM 1:09
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE
FLORIDA

IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused these Articles of Merger to be signed by their respective authorized persons as of the date first written above.

**NEAL COMMUNITIES DEVELOPMENT
GROUP, LLC**, a Florida limited liability company

By: NCDG MANAGEMENT, LLC, its Manager

By: 
Name: James R. Shier
Title: Vice President

NCDG MANAGEMENT, LLC, a Florida limited
liability company

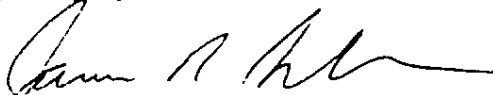
By: 
Name: James R. Shier
Title: Vice President

Exhibit A
Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER
OF
NEAL COMMUNITIES DEVELOPMENT GROUP, LLC
AND
NCDG MANAGEMENT, LLC

This Agreement and Plan of Merger (this "Plan of Merger") dated as of November 13, 2018 is made by and between Neal Communities Development Group, LLC, a Florida limited liability company (the "Merging Entity") and NCDG Management, LLC, a Florida limited liability company (the "Surviving Entity"), pursuant to the provisions of the Florida Revised Limited Liability Company Act (the "FRLCA"). The Merging Entity and the Surviving Entity are hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, Section 605.1021 of the FRLCA authorizes the merger of a domestic limited liability company into another domestic limited liability company;

WHEREAS, the Surviving Entity owns all of the membership interests of the Merging Entity; and

WHEREAS, the Constituent Entities desire that the Merging Entity merge with and into the Surviving Entity, with the Surviving Entity as the surviving entity (the "Merger") in a manner that conforms to Sections 605.1021-605.1026 of the FRLCA.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, the Constituent Entities hereby agree as follows:

1. **MERGER**. Subject to the terms and conditions of this Plan of Merger and in accordance with Section 605.1021 of the FRLCA, the Merging Entity shall be merged with and into the Surviving Entity at the Effective Time (as defined below). Following the Effective Time, the separate existence of the Merging Entity shall cease and the Surviving Entity shall continue as the surviving entity. The Merger shall have the effects set forth in the FRLCA and in this Plan of Merger. Without limiting the generality of the foregoing, from the Effective Time (as defined below) and without further act, (i) all the rights, privileges, immunities, powers, franchises, and authority, public as well as private, of the Merging Entity shall vest in the Surviving Entity, and (ii) all debts, liabilities, obligations and duties of the Merging Entity shall become the debts, liabilities, obligations and duties of the Surviving Entity.

2. **EFFECTIVE TIME**. The Merger shall become effective as of the time and date the Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Time").

3. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT. Subject to the terms and conditions of this Plan of Merger, from and after the Effective Time, the Articles of Organization of the Surviving Entity in effect immediately prior to the Effective Time, shall remain the Articles of Organization of the Surviving Entity, and the Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Time shall remain the Operating Agreement of the Surviving Entity, in each case unless and until amended in accordance with their terms and applicable law.

5. MANAGERS AND OFFICERS. From and after the Effective Time, the Manager of the Surviving Entity immediately prior to the Effective Time shall be the Manager of the Surviving Entity.

6. MANNER AND BASIS OF CONVERTING INTERESTS. Subject to the terms and conditions of this Plan of Merger, at the Effective Time and without further act, (i) all of the membership interests of the Merging Entity issued and outstanding immediately prior to the Effective Time shall be cancelled and (ii) all of the membership interests of the Surviving Entity outstanding immediately prior to the Effective Time shall remain outstanding and shall constitute the only membership interests of the Surviving Entity outstanding immediately after the Effective Time.

7. FURTHER ASSIGNMENT OR ASSURANCE. If at any time the Surviving Entity shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Plan of Merger, the proper representatives of the Merging Entity as of the Effective Time shall do all things necessary or proper to do so.

8. ENTIRE AGREEMENT. This Plan of Merger together with the Articles of Merger constitutes the sole and entire agreement of the Constituent Entities to this Plan of Merger with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. TERMINATION AND AMENDMENT. Anything in this Plan of Merger or elsewhere to the contrary notwithstanding, this Plan of Merger and the Merger contemplated hereby may be abandoned either by the Merging Entity or the Surviving Entity, by an appropriate act of a duly authorized representative thereof, at any time prior to the Effective Time. This Plan of Merger may be amended in any respect by the mutual agreement of the Constituent Entities.

10. SUCCESSORS AND ASSIGNS. This Plan of Merger shall be binding upon and shall inure to the benefit of the Constituent Entities and their respective successors and permitted assigns.

11. SEVERABILITY. If any term or provision of this Plan of Merger is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Plan of Merger or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any

term or other provision is invalid, illegal or unenforceable, the Constituent Entities shall negotiate in good faith to modify this Plan of Merger so as to effect the original intent of the Constituent Entities as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

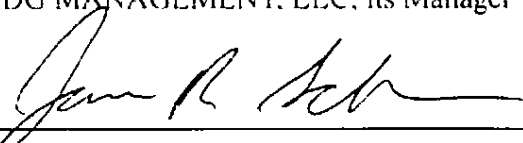
12. DESCRIPTIVE HEADINGS. The descriptive section headings of this Plan of Merger are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

[Signature Page Follows]

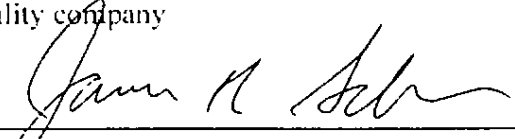
IN WITNESS WHEREOF, the Constituent Entities have caused this Plan of Merger to be signed by their respective authorized persons as of the date first written above.

**NEAL COMMUNITIES DEVELOPMENT
GROUP, LLC**, a Florida limited liability company

By: NCDG MANAGEMENT, LLC, its Manager

By: 
Name: James R. Shier
Title: Vice President

NCDG MANAGEMENT, LLC, a Florida limited
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