

L110000063489

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

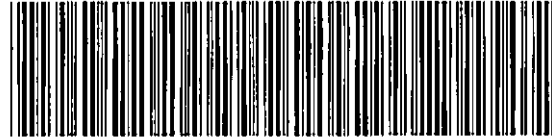
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



800331874208

FILED  
JUL 26 PM 12:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

19 JUL 26 PM 11:26

Merger / CC

JUL 26 2019

J ALBRITTON



**COGENCYGLOBAL**

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

Date: July 26, 2019

Account#: I20000000088

Name: Eric Hood

Reference #: 1112016

Entity Name: FLORIDA VEG INVESTMENTS LLC

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other CERTIFIED COPY

*FILE FIRST*

Authorized Amount: \$85.00

*\$80.00*

Signature: Eric Hood

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Florida Veg Investments 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:

Christopher Butler

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

Finn Dixon & Herling LLP

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

Six Landmark Square, Floor Six

\_\_\_\_\_  
Address

Stamford, CT 06901

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

legalnotices@shorelineequitypartners.com

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

For further information concerning this matter, please call:

Michael B. Hand

at ( 904 ) 222-6540

\_\_\_\_\_  
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  
For  
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
Agora Acquisition, LLC	Florida	LLC

**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>
Florida Veg Investments LLC	Florida	LLC

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FILED**  
2019 JUL 26 PM 12:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

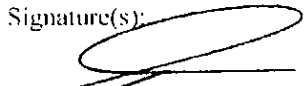

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

**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.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Florida Veg Investments LLC		Peter Politis, Chairman
Agora Acquisition, LLC		Michael B. Hand, President
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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 an authorized person

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b><u>Certified Copy (optional):</u></b>	\$30.00

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

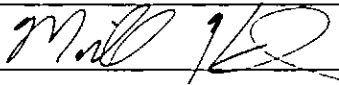
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

**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.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Florida Veg Investments LLC		Peter Politis, Chairman
Agora Acquisition, LLC		Michael B. Hand, President

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 an authorized person

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b><u>Certified Copy (optional):</u></b>	\$30.00

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of July 26, 2019, is by and between Agora Acquisition, LLC, a Florida limited liability company ("Merger Sub"), and Florida Veg Investments LLC, a Florida limited liability company and wholly-owned subsidiary of Merger Sub (the "Company").

### RECITALS

The Boards of Managers and the sole members of each of the Company and Merger Sub, respectively, have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its members; and

Pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Merger Sub, in accordance with the Florida Revised Limited Liability Company Act the "Act"), will merge with and into the Company, with the Company as the surviving entity (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, Merger Sub shall be merged with and into the Company at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of Merger Sub shall cease, and the Company shall continue as the surviving entity (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Act.

2. Effective Time.

2.1 Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file articles of merger (the "Articles of Merger") complying with the Act with the Office of the Florida Department of State with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger with the Office of the Secretary of State of the State of Florida (the "Effective Time").

2.2 The Merger shall have the effects set forth in the Act. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of Merger Sub shall vest in the Company, as the Surviving

Entity, and (ii) all debts, liabilities, obligations and duties of Merger Sub shall become the debts, liabilities, obligations and duties of the Company, as the Surviving Entity.

3. Organizational Documents. The operating agreement and articles of organization of the Surviving Entity shall be, respectively, the operating agreement and articles of organization of the Company, as in effect at the Effective Time.

4. Managers and Officers. The managers and officers of the Company immediately prior to the Effective Time shall be the managers and officers of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the operating agreement of the Surviving Entity or as otherwise provided by the Act.

5. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub or the Company or the members of Merger Sub:

5.1 each membership interest of Merger Sub ("Merger Sub Membership Interest"). issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one membership interest of the Surviving Entity ("Surviving Entity Membership Interest"):

5.2 each Merger Sub Membership Interest that is owned by the Company or Merger Sub, if any, will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

5.3 each membership interest of the Company outstanding immediately prior to the Effective Time will automatically be cancelled and will cease to exist, and no consideration will be delivered in exchange therefore such that the sole member of Merger Sub immediately prior to the Merger shall be the sole member of the Surviving Entity and holder of all of the Surviving Entity Membership Interests immediately subsequent to the Merger.

6. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement 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.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of



any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement 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 parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties 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. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

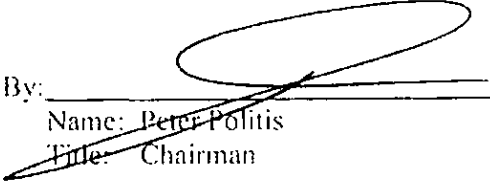
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FLORIDA VEG INVESTMENTS LLC

By:   
Name: Peter Politis  
Title: Chairman

AGORA ACQUISITION, LLC

By: \_\_\_\_\_  
Name: Michael B. Hand  
Title: President

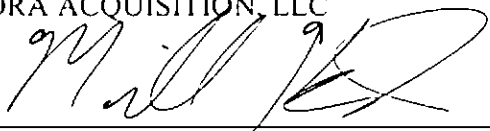
***[Signature Page to Agreement and Plan of Merger]***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FLORIDA VEG INVESTMENTS LLC

By: \_\_\_\_\_  
Name: Peter Politis  
Title: Chairman

AGORA ACQUISITION, LLC

By:  \_\_\_\_\_  
Name: Michael B. Hand  
Title: President