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MERGER OR SHARE EXCHANGE

Blacknut, LLC

Certificate of Status	1
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**ARTICLES OF MERGER
FOR
WHITEKNUT INVESTMENTS CORP.
INTO
BLACKNUT, LLC**

The following Articles of Merger are submitted to merge Whiteknut Investments Corp., a Florida corporation into Blacknut, LLC, a Florida limited liability company in accordance with Section 607.1025, Florida Statutes.

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

Name	Jurisdiction	Form/Entity Type
Whiteknut Investments Corp. P23000043588	Florida	For-Profit corporation
Blacknut, LLC 11-63744	Florida	Limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party is **Blacknut, LLC**, a Florida limited liability company.

THIRD: Management of the surviving entity is vested in the manager. The Manager of Blacknut, LLC is Daniel Pilnik, which has a mailing address of 21050 NE 38th Avenue, Unit 240, Aventura, Florida 33180.

FOURTH: The attached plan of merger was approved by Whiteknut Investments Corp. and Blacknut, LLC in accordance with the applicable provisions of Chapters 607 and 605, Florida Statutes.

FIFTH: Blacknut, LLC exists before the merger and is a domestic filing entity. Blacknut, LLC agrees to pay to any of its members with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072, as applicable.

SIXTH: The merger is permitted under the laws of the State of Florida and is not prohibited by the regulations, by-laws, articles of organization or operating agreement of any party hereto.

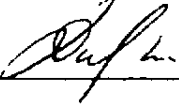

SEVENTH: The merger shall be effective as of the date of filing of these Articles of Merger.

EIGHTH: These Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

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NINETH: Signature(s) for each entity:

<u>Name of Entity</u>	<u>Signature</u>	<u>Name of Authorized Signatory</u>
Whiteknot Investments Corp.		Daniel Pilnik, President
Blacknut, LLC		Daniel Pilnik, Manager

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PLAN OF MERGER

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>
Whiteknot Investments Corp.	Florida	For-Profit corporation
Blacknut, LLC	Florida	Limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party is **Blacknut, LLC**, a Florida limited liability company (the "LLC").

THIRD: The terms and conditions of the merger are as follows:

1. The consummation of the merger shall have all of the effects set forth in Section 605.1026 of the LLC Act and Section 607.1108 of the Business Corporation Act. In furtherance, and not in limitation, of the foregoing, all of the obligations of Whiteknot Investments Corp. (the "Corporation") as well as all of the rights, privileges and powers of the Corporation, and all property, real, personal and mixed, and all debts due to the Corporation or owed by the Corporation, and all franchises, licenses and permits held by the Corporation, as well as all other things and causes of action belonging to the Corporation, shall remain vested in the LLC and shall be the property of the LLC, and the title to any real property vested by deed or otherwise in the Corporation shall not revert or be in any way impaired by reason of Section 605.1026 of the LLC Act and Section 607.1108 of the Business Corporation Act.
2. The bylaws of the Corporation shall be replaced by and the LLC shall be governed by, the LLC operating agreement.
3. Upon the filing of the Articles of Merger, the directors and officers of the Corporation shall be removed and Daniel Pilnik shall be the manager of the LLC.
4. This Plan and the transactions contemplated hereby may be terminated by resolution of the Board of Directors of the Corporation at any time prior to the filing of the Articles of Merger in the manner and to the extent provided in the LLC Act and the Business Corporation Act.
5. If this Plan is terminated pursuant to the provisions hereof, this Plan shall become void and of no effect with no liability on the part of any party hereto.
6. This Plan and the transactions contemplated hereby may be amended by resolution of the Board of Directors of the Corporation at any time prior to the Effective Time in the manner and to the extent provided in the LLC Act and the Business Corporation Act.

7. This Plan shall be governed by, enforced under and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule thereof.

FOURTH: By virtue of the Merger and without any action on the part of the Corporation, the LLC or any holder thereof, the shares of common stock of the Corporation, issued and outstanding immediately prior to Merger, all of which are held by the sole shareholder of the Corporation, shall be automatically converted into one hundred percent (100%) of the limited liability company interests of the LLC. Immediately prior to the merger, there shall be outstanding no class or series of capital stock of the Corporation other than its common stock.

FIFTH: The name and address of the Manager of Blacknut, LLC is Daniel Pilnik, which has a mailing address of 21050 NE 38th Avenue, Unit 2403, Aventura, Florida 33180.

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