

L11000133634

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
14 SEP 26 PM 3:31

C. Lewis
10-6-14

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Fredray, 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:

Philip S Kaprow

Contact Person

Vose Law Firm, LLP

Firm/Company

324 W. Morse Blvd.

Address

Winter Park, FL 32789

City, State and Zip Code

bswims@voselaw.com

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

For further information concerning this matter, please call:

Philip S Kaprow, Esq.

at (407) 645-3735

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

**Articles of Merger
For
Florida Limited Liability Company**

TULLO
SECRETARY OF STATE
DIVISION OF CORPORATIONS
14 SEP 26 PM 3:32

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>
L12000056886 951 Greenwood, 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>
L4000133634 Fredray, 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).

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

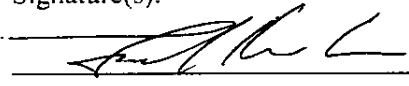
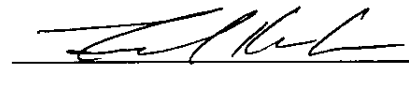
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a 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:

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SECRETARY OF STATE
DIVISION OF CORPORATION
14 SEP 26 PM 3:22

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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
951 Greenwood, LLC		Ferydoon Khoshnou
Fredray, LLC		Ferydoon Khoshnou

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

Fees: 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	Certified Copy (optional):	\$30.00

**UNANIMOUS WRITTEN CONSENT OF MANAGERS AND MEMBERS OF
951 GREENWOOD, LLC
A FLORIDA LIMITED LIABILITY COMPANY,
AT THE SPECIAL MEETING OF MEMBERS ON SEPTEMBER 18, 2014**

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

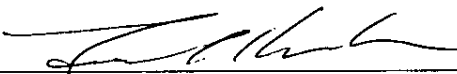
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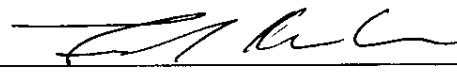
This Unanimous Written Consent of the Managers and Members of the Company were present, having waived notice of the meeting.

RESOLVED, that the Company is hereby authorized to merge with Fredray, LLC, a Florida limited liability company, pursuant to the terms and conditions of that Agreement and Plan of Merger, dated September 18, 2014, a copy of which was delivered to and considered by the Board of Managers and the Members, and a copy of which is attached to this Unanimous Written Consent.

FURTHER RESOLVED, that the Managers are hereby authorized and directed to take all such actions as they shall deem necessary or advisable to carry out the foregoing resolution.

This consent is effective upon the signature below of the Sole Manager and Sole Member of the Company, and is made on September 18, 2014.


Ferydoon Khoshnou, Sole Manager


Ferydoon Khoshnou, Sole Member

PLAN OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

14 SEP 26 PM 3:32

This PLAN OF MERGER (this "**Plan**") is by and between 951 Greenwood, LLC, a Florida limited liability company (the "**Company**"), and Fredray, LLC, a Florida limited liability company (the "**Buyer**"). Section 10 sets forth certain definitions used herein. For and in consideration of the premises and of the respective representations, warranties, covenants, agreements and conditions of the parties contained herein, it is hereby agreed as follows:

Section 1. The Merger. Upon the terms and subject to the conditions hereof, at the Effective Time (as defined in Section 1.2 hereof), Company shall be merged with and into the Buyer in accordance with the applicable provisions of the Florida Revised Limited Liability Company Act (the "**FRLCA**") and the separate existence of Company shall thereupon cease, and the Buyer shall be the surviving corporation in the Merger (sometimes referred to herein as the "**Surviving Company**"). The Merger shall have the effects set forth in Section 605.1026 of the FRLCA, including without limitation, the Surviving Company's succession to and assumption of all rights and obligations of the Company.

Section 2. Effective Time of the Merger. The Merger shall become effective (the "**Effective Time**") when properly executed Articles of Merger are duly filed with the Secretary of State of the State of Florida.

Section 3. Articles of Organization and Operating Agreement of Surviving Company. Effective at and after the Effective Time, the Articles of Organization of the Buyer shall be the Articles of Organization of the Surviving Company. Effective at and after the Effective Time, any Operating Agreement of the Buyer shall be the Operating Agreement of the Surviving Company.

Section 4. Board of Managers. At and after the Effective Time, the Board of Managers of Buyer immediately prior to the Effective Time shall be the Board of Managers of the Surviving Company until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Company's Operating Agreement and the FRLCA.

Section 5. Excluded Assets. It is expressly understood and agreed that there are no excluded assets from this transaction.

Section 6. Conversion of Membership Units. Upon consummation of the Merger, by virtue of the Merger and without any action on the part of any holder of any membership unit ("Unit of Membership"), each Company Unit of Membership outstanding immediately prior to the Effective Date shall be converted into a right to receive the following (the "**Merger Consideration**"):

One (1) Surviving Company Unit of Membership

Each Unit of Membership of Buyer outstanding immediately prior to the Effective Date is to be an identical share of the Surviving Company immediately after the Effective Date.

Section 7. Surrender of Unit of Membership.

(a) At the Closing, upon surrender to Buyer of certificates representing each Unit of Membership (the "***Certificates***"), Buyer shall promptly deliver to the Parent the Gross Merger Consideration, and the Certificates shall be cancelled. Each Certificate evidencing Units of Membership shall, after the Effective Date, be deemed to evidence only the right to receive the Merger Consideration to which its holder is entitled pursuant to Section 6.

(b) From and after the Effective Date, the holders of Certificates evidencing ownership of Unit of Membership outstanding immediately prior to the Effective Date shall cease to have any rights with respect to such Unit of Membership except as otherwise provided herein or by law. No interest shall be paid or accrue on any portion of the Merger Consideration.

(c) In the event that a Certificate shall have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen, or destroyed the Surviving Corporation shall pay the Merger Consideration in respect thereof. The owner of such lost, stolen or destroyed certificate shall deliver to the Surviving Company such indemnity and bond as it may reasonably direct as protection against any claim that may be made against the Surviving Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 8. Effective Date. The Parties acknowledge that the Merger will be effective, for purposes of Florida corporate law, on the Effective Date. However, the Parties agree that they shall treat the Merger as being effective as of the close of business on September 18, 2014 (the "**Agreed Effective Time**") for financial statement reporting and tax purposes, and for all other purposes as among themselves.

Section 9. Expenses: Consents and Taxes. The Buyer shall pay, or cause to be paid (i) all costs and expenses of obtaining all consents of third parties for the Merger, and (ii) all transfer, stamp, sales, use or other similar taxes or duties payable in connection with the Merger.

Section 10. Definitions.

"**Closing**" shall mean the closing of the Merger and the transactions associated therewith.

"**Closing Date**" shall mean the date on which the Closing occurs.

"**Merger**" shall mean the merger approved by the respective Boards of Directors of Parent, Buyer and the Company of the Company with and into Buyer upon the terms and subject to the conditions set forth herein.


**UNANIMOUS WRITTEN CONSENT OF MANAGERS AND MEMBERS OF
FREDRAY, LLC
A FLORIDA LIMITED LIABILITY COMPANY,
AT THE SPECIAL MEETING OF MEMBERS ON SEPTEMBER 18, 2014**

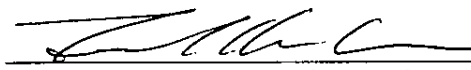
This Unanimous Written Consent of the Managers and Members of the Company were present, having waived notice of the meeting.

RESOLVED, that the Company is hereby authorized to acquire all Units of Membership of 951 Greenwood, LLC, a Florida limited liability company, pursuant to the terms and conditions of that Agreement and Plan of Merger, dated September 18, 2014, a copy of which was delivered to and considered by the Board of Managers and the Members, and a copy of which is attached to this Unanimous Written Consent.

FURTHER RESOLVED, that the Managers are hereby authorized and directed to take all such actions as they shall deem necessary or advisable to carry out the foregoing resolution.

This consent is effective upon the signature below of the Sole Manager and Sole Member of the Company, and is made on September 18, 2014.


Ferydoon Khoshnou, Sole Manager


Ferydoon Khoshnou, Sole Member

RECEIVED
STATE DEPARTMENT OF REVENUE
DIVISION OF CORPORATIONS
14 SEP 26 PM 3:32

PLAN OF MERGER

FILED
CLERK OF STATE
DIVISION OF CORPORATIONS

14 SEP 26 PM 3:32

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