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GRAY ROBINSON

No. 0252

7/9/2018

Division of Corporations

# Florida Department of State

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## MERGER OR SHARE EXCHANGE

Access 520, LLC

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**ARTICLES OF MERGER**  
*Merging*  
**COCOA DBS, L.L.C.**  
*With And Into*  
**ACCESS 520, LLC**

These Articles of Merger ("Articles of Merger") are submitted in order to merge Cocoa DBS, L.L.C., a Florida limited liability company, with and into Access 520, LLC, a Florida limited liability company (the "Merger"), in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act referred to herein as the "Act"):

**ARTICLE I**  
**Merging LLC**

The exact name, types of entity, and jurisdiction for the merging party (the "Merging LLC") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Cocoa DBS, L.L.C. document #L16000072611	Florida	Limited Liability Company (manager managed)

**ARTICLE II**  
**Surviving Company**

The exact name, type of entity and jurisdiction for the surviving party (the "Surviving Company") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Access 520, LLC document #L12000010647	Florida	Limited Liability Company (manager managed)

**ARTICLE III**  
**Approval and Plan of Merger**

The Plan of Merger pursuant to which the Merging LLC shall be merged with and into the Surviving Company (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by this reference. In accordance with the applicable provisions of the Act, the Merger and the Plan of Merger were approved by: (i) the Merging LLC, (ii) the Surviving Company, and (iii) the sole member of each of the Merging LLC and the Surviving Company.

**ARTICLE IV**

**No Changes to Surviving Company's Existing Articles of Organization**

The Surviving Company exists before the Merger and is a domestic filing entity. In accordance with the Plan of Merger, the Articles of Organization of the Surviving Company in effect immediately prior to the Effective Time (defined below) shall remain in effect immediately following the Merger.

**ARTICLE V**

**Appraisal Rights**

Under the Act, the Surviving Company is required to, and has agreed to, pay any member of the Merging LLC with appraisal rights the amount to which such member is entitled under the Act, if any. The only member of the Merging LLC immediately prior to the Merger is a corporation that is also the sole member of the Surviving Company, and such member has neither demanded nor asserted appraisal rights in connection with this Merger.

**ARTICLE VI**

**Effective Time**

The Merger and these Articles of Merger shall be effective as of the close of business on July 15, 2018.

*[remainder of page intentionally left blank - - signature page follows]*

IN WITNESS WHEREOF, these Articles of Merger are dated the 6<sup>th</sup> day of July, 2018.

**SURVIVING COMPANY:**

**ACCESS 520, LLC,**  
a Florida limited liability company

By: 

Debra A. Harvey, President

**MERGING LLC:**

**COCOA DBS, L.L.C.,**  
a Florida limited liability company

By: 

Debra A. Harvey, President

**EXHIBIT A**  
**PLAN OF MERGER**  
*Merging*  
**COCOA DBS, L.L.C.**  
*With And Into*  
**ACCESS 520, LLC**

This Plan of Merger (the "Plan of Merger") was adopted and approved by the sole member and the Board of Managers of each limited liability company party to the merger, in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act, referred to herein as the "Act"):

**ARTICLE 1**

The exact name, type of entity and jurisdiction of the merging party is as follows (the "Merging LLC"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Cocoa DBS, L.L.C.	Florida	Limited Liability Company (manager managed)

**ARTICLE 2**

The exact name, type of entity and jurisdiction of the surviving entity is as follows (the "Surviving Company"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Access 520, LLC	Florida	Limited Liability Company (manager managed)

**ARTICLE 3**

3.1 **The Merger.** The Merging LLC shall merge with and into the Surviving Company (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging LLC shall cease, and the Surviving Company shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging LLC and the Surviving Company will cause Articles of Merger to be filed with the Florida Department of State in such form as required by, and executed in accordance with, the relevant provisions of the Act. The Merger shall become effective as of July 15, 2018 (the "Effective Time").

3.3 **Additional Action.** The Surviving Company shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of the Merging LLC or the Surviving Company, in order to vest or to perfect or confirm of record in the Surviving Company the title to any property, rights (including contract rights), privileges, powers, licenses, and franchises of the Merging LLC or the Surviving Company.

#### **ARTICLE 4**

4.1 **Relationship of Merging Parties.** The Merging LLC and the Surviving Company are each wholly-owned subsidiaries of Ron Jon Surf Shop of Fla., Inc., a Florida corporation ("RJSS"). Following the Merger, RJSS will remain the owner of the Surviving Company.

4.2 **Manner and Basis of Converting Interests Generally.** Since RJSS is the owner of the Merging LLC and the Surviving Company, no membership interests of the Merging LLC issued and outstanding immediately prior to the consummation of the Merger (the "Merging LLC Interests") need be converted into membership interests of the Surviving Company in connection with the Merger, and at the Effective Time, all of Merging LLC Interests shall, by virtue of the Merger and without any action on the part of any holder thereof, be surrendered and canceled.

4.3 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any interests of the Merging LLC or the Surviving Company outstanding prior to the Effective Time, no conversion of such rights is necessary.

4.4 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging LLC Interests in connection with the Merger.

(b) From and after the Effective Time, no Merging LLC Interest shall be deemed issued or outstanding, and the holder thereof shall cease to have any rights with respect thereto, except as provided herein or by the Act. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging LLC Interest will be required; instead, from and after the Effective Time, all Merging LLC Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging LLC shall be closed and no transfer of Merging LLC Interests shall thereafter be made.

#### **ARTICLE 5**

5.1 **Rights and Obligations of the Merging LLC.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Act, from and after the Effective Time: (i) the Surviving Company shall possess all rights, privileges and powers of

the Merging LLC, (ii) all property and assets of the Merging LLC, including all contract rights, shall vest in the Surviving Company without any further act or deed, and (iii) the Surviving Company shall assume and be liable for all liabilities and obligations of the Merging LLC.

5.2 **Surviving Corporation Articles of Organization.** The Articles of Organization of the Surviving Company in effect immediately prior to the Effective Time shall be and remain the Articles of Organization of the Surviving Company immediately following the Merger.

5.3 **Surviving Company Operating Agreement.** The Operating Agreement of the Surviving Company in effect immediately prior to the Effective Time shall be and remain the Operating Agreement of the Surviving Company immediately following the Merger.

5.4 **Merging LLC Organizational Documents.** The Articles of Organization, Operating Agreement and all other organizational documents, agreements and instruments relating to the Merging LLC shall be deemed terminated as of the Effective Time.

## **ARTICLE 6**

6.1 **Amendment.** The Merging LLC and the Surviving Company may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the member and Board of Managers of the Merging LLC and Surviving Company shall be subject to any restrictions contained in the Act. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and approved by the member and Board of Managers of the Merging LLC.

6.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging LLC and the Surviving Company) upon mutual written consent of the Merging LLC and the Surviving Company.

6.3 **Member Approval.** The respective obligations of the Merging LLC and the Surviving Company to effect the Merger shall be subject to the Merging LLC and the Surviving Company obtaining the requisite approval of the member and the Board of Managers of the Merging LLC and the Surviving Company, all as required by the Act, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Act, the managers and officers of the Surviving Company and the Merging LLC are hereby authorized and directed to cause Articles of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.