

Division of Corporations

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FL NFLP, LLC

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EXAMINER

EFFECTIVE DATE 6/15/2012

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**CERTIFICATE OF MERGER
OF
NOVAK FAMILY LIMITED PARTNERSHIP,
a Mississippi Limited Partnership,
with and into
FL NFLP, LLC,
a Florida limited liability company**

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The following Certificate of Merger is being submitted in accordance with Section 608.4382, Florida Statutes.

Article 1. Merging Entity. The name, street address of its principal office, jurisdiction, and entity type of the merging entity (the "Merging Entity") are:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Novak Family Limited Partnership 701 Ponte Vedra Boulevard Ponte Vedra Beach, Florida 32082	Mississippi A22733	Limited Partnership

Article 2. Surviving Entity. The name, street address of its principal office, jurisdiction, and entity type for the surviving entity (the "Surviving Entity") are:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
FL NFLP, LLC 701 Ponte Vedra Boulevard Ponte Vedra Beach, Florida 32082	Florida	Limited Liability Company

Article 3. Agreement and Plan of Merger. The Agreement and Plan of Merger attached hereto as Exhibit A meets the requirements of Section 608.438, Florida Statutes, and was approved by (i) each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes, and (ii) each other business entity that is a party to the merger in accordance with the applicable laws of the state, county or jurisdiction under which such other business entity is founded or organized.

Article 4. Authorization. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by (i) any operating agreement or the articles of organization of any limited liability company that is a party to the merger or (ii) any of the governing documents of any other business entity that is a party to the merger.

Article 5. Effective Date. The merger shall become effective on June 15, 2012 (the "Effective Date").

Article 6. Compliance with Law. This Certificate of Merger complies with, and was executed in accordance with, the laws of each party's applicable jurisdiction.

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IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused this Certificate of Merger to be executed as of the 10th day of May, 2012.

NOVAK FAMILY LIMITED PARTNERSHIP,
a Mississippi limited partnership

By: 

Wayne A. Novak
General Partner

FL NFLP, LLC,
a Florida limited liability company

By: 

Wayne A. Novak
Manager

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Exhibit A
Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), is entered into as of May 10, 2012, by and between **NOVAK FAMILY LIMITED PARTNERSHIP**, a Mississippi limited partnership ("**Novak-LP**"), and **FL NFLP, LLC**, a Florida limited liability company ("**NFLP-LLC**").

BACKGROUND

The general partners of Novak-LP and the manager of NFLP-LLC have determined that it is in the best interests of the partners of Novak-LP and the members of NFLP-LLC, respectively, that, pursuant to Section 608.438, Florida Statutes, and Section 79-14-211, Mississippi Code, Novak-LP be merged with and into NFLP-LLC, which shall be the surviving company (NFLP-LLC in its capacity as such surviving limited liability company being sometimes referred to herein as the "**Surviving Company**").

TERMS OF AGREEMENT

In consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Florida Limited Liability Company Act and the Mississippi Limited Partnership Act that Novak-LP shall be, at the Effective Date (as hereinafter defined), merged (the "**Merger**") into a limited liability company existing under the laws of the State of Florida, to wit, NFLP-LLC, which shall be the Surviving Company, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

SECTION 1

ACTION BY PARTNERS/MEMBERS; FILINGS; EFFECTS OF MERGER

1.1 **Action by Partners of Novak-LP.** Effective as of May 10, 2012, the partners of Novak-LP shall adopt this Agreement in accordance with the Mississippi Limited Partnership Act.

1.2 **Action by Members and Manager of NFLP-LLC.** Effective as of May 10, 2012, the sole member and manager of NFLP-LLC shall adopt this Agreement in accordance with the Florida Limited Liability Company Act.

1.3 **Filing of Certificate of Merger; Effective Date.** If (a) this Agreement is adopted by the partners of Novak-LP in accordance with the Mississippi Limited Partnership Act, (b) this Agreement is adopted by the sole member and manager of NFLP-LLC in accordance with the Florida Limited Liability Company Act, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded with the Secretary of State of the State of Florida in accordance with Section 608.438 et seq., Florida Statutes, and a Certificate of Cancellation shall be filed and recorded with the Secretary of State of the State of Mississippi in accordance with Section 79-14-211, Mississippi Code. The Merger shall become effective as of the later of June 15, 2012 or the date upon which the Certificate of Merger is filed with the Secretary of State of the State of Florida (the "**Effective Date**").

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1.4 Certain Effects of Merger. At the Effective Date, the separate existence of Novak-LP shall cease, and Novak-LP shall be merged with and into NFLP-LLC which, as the Surviving Company, shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and be subject to all the restrictions, disabilities, and duties of Novak-LP; and all and singular, the rights, privileges, powers and franchises of Novak-LP, and all property, real, personal, and mixed, and all debts due to Novak-LP on whatever account, and all other things in action or belonging to Novak-LP, shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter be effectually the property of the Surviving Company as if it was Novak-LP, and the title to any real estate vested by deed or otherwise, under the laws of the State of Mississippi, the State of Florida or any other jurisdiction, in Novak-LP, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Novak-LP shall be preserved unimpaired, and all debts, liabilities, and duties of Novak-LP shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting general partners of Novak-LP, or the corresponding managers of the Surviving Company, may, in the name of Novak-LP, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other actions as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of all of the property, rights, privileges, powers, franchises, immunities, and interests of Novak-LP and to otherwise carry out the purposes of this Agreement.

SECTION 2
NAME OF SURVIVING COMPANY;
ARTICLES OF ORGANIZATION

2.1 Name of Surviving Company. Pursuant to the amendment described in Section 2.2 below, the name of the Surviving Company from and after the Effective Date shall be: **NOVAK FAMILY, LLC.**

2.2 Articles of Organization. The Articles of Organization of NFLP-LLC as in effect on the date hereof shall from and after the Effective Date be amended by deleting Article I thereof in it's entirety and replacing it as follows:

"ARTICLE I - NAME

The name of this limited liability company (the "Company") is **NOVAK FAMILY, LLC."**

The Articles of Organization of the Surviving Company, as so amended, shall continue to be the Articles of Organization of the Surviving Company until further changed, amended or restated as provided by law.

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SECTION 3
STATUS AND CONVERSION OF INTERESTS

3.1 Novak-LP Partnership Interests. The manner and basis of converting partnership interests of Novak-LP and the nature and amount of interests of NFLP-LLC which the holders of Novak-LP are to receive in exchange for such partnership interests are as follows:

3.1.1 Each one (1) unit of general partnership interest of Novak-LP which shall be issued and outstanding immediately before the Effective Date, shall by virtue of the Merger be converted at the Effective Date into one (1) Class A Unit of ownership interest of NFLP-LLC.

3.1.2 Each one (1) unit of limited partnership interest of Novak-LP which shall be issued and outstanding immediately before the Effective Date, shall by virtue of the Merger be converted at the Effective Date into one (1) Class B Unit of ownership interest of NFLP-LLC.

3.1.3 The Preferred Contribution rights as a Preferred Partner of Novak-LP which shall be outstanding immediately before the Effective Date, shall by virtue of the Merger be converted at the Effective Date into Preferred Contribution rights as a Preferred Member of NFLP-LLC.

3.2 NFLP-LLC Interest. The one (1) unit of membership interest of NFLP-LLC which shall be issued and outstanding immediately before the Effective Date, shall on the Effective Date be cancelled without payment of any consideration and without any conversion.

SECTION 4
MISCELLANEOUS

4.1 Appraisal Rights. The sole member of NFLP-LLC, pursuant to Section 608.4352, Florida Statutes, who would be entitled to vote on the merger of Novak-LP into NFLP-LLC, may be entitled if it complies with the provisions of the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, regarding appraisal rights, to be paid the fair value of its membership interest of NFLP-LLC. By signing below, the undersigned sole member of NFLP-LLC hereby expressly waives all mailing and notification requirements with respect to such rights, waives any and all rights to be paid fair value for its membership interest, and waives any mailing or notification requirements imposed by Section 608.4381, Florida Statute.

4.2 Termination and Abandonment. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, if the general partners of Novak-LP or the manager of the Surviving Company duly adopt a resolution abandoning this Agreement and Plan of Merger and provide written notice to the general partner or manager, as the case may be, of the other party to the Merger.

4.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties hereto effective as of the date first written above.

NOVAK FAMILY LIMITED PARTNERSHIP,
a Mississippi Limited Partnership

By: 

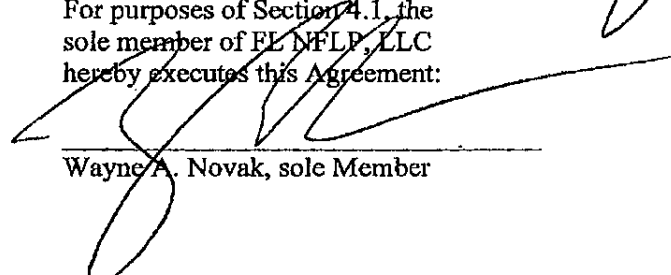
Wayne A. Novak
General Partner

FL NFLP, LLC,
a Florida limited liability company

By: 

Wayne A. Novak
Manager

For purposes of Section 4.1, the
sole member of FL NFLP, LLC
hereby executes this Agreement:


Wayne A. Novak, sole Member

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