

L/3000033919

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

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

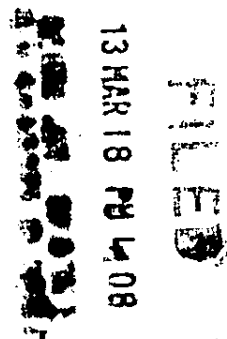
Special Instructions to Filing Officer:

Office Use Only



300245696313

03/18/13--01045--017 \*\*80.00



LLC  
Merger  
03/22/13  
DC

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** RGS Florida Properties LLC

Name of Surviving Party

*ORIGINAL AND COPY*  
The enclosed Certificate of Merger and fee(s) are submitted for filing.

*FL DOC # L13000033919*

Please return all correspondence concerning this matter to:

M. Kay Lewis, Esq.

Contact Person

Lewis Law Office, P.A.

Firm/Company

475 NE 50th Terrace

Address

Miami, FL 33137

City, State and Zip Code

KayLewisEsq@LewisLawOfficePA.com

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

For further information concerning this matter, please call:

Kay Lewis, Esq.

Name of Contact Person

at ( 305 ) 757-9255

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

*CK # 2387 \$80.00 enclosed*

**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

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

13 MAR 18 PM 4:08  
FILED

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
RGS Properties LLC	Delaware	LLC
RGS Florida Properties 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>
RGS Florida Properties LLC	Florida	LLC

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the 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:

\_\_\_\_\_ *date of filing* \_\_\_\_\_

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_ *n/a* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

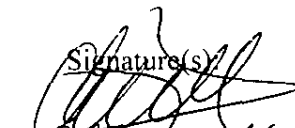
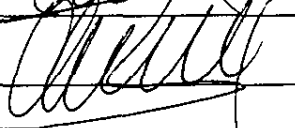
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_ *n/a* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_ *n/a* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

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

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
<u>RGS Properties LLC</u>		<u>Christian Kosolosky</u>
<u>RGS Florida Properties LLC</u>		<u>Christian Kosolosky</u>
_____	_____	_____
_____	_____	_____

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 a member or authorized representative

**Fees:**

For each Limited Liability Company:	\$25.00	$\times 2 = \$50.00$
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	=	$\frac{30.00}{\$80.00}$
---------	---	-------------------------

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 8<sup>th</sup> day of March, 2013, by and between RGS PROPERTIES LLC, a Delaware limited liability company (hereinafter sometimes referred to as the "Merged Company") and RGS FLORIDA PROPERTIES LLC, a Florida limited liability company (the "Surviving Company"). The Merged Company and the Surviving Company being hereinafter sometimes referred to as the "Constituent Companies".

### WITNESSETH:

WHEREAS, the parties desire that the Merged Company merge into the Surviving Company in a manner which conforms to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. Merger. The Merged Company shall merge into the Surviving Company in accordance with the laws of the State of Florida.
2. Effective Date. The merger shall become effective upon filing (the "Effective Date").
3. Rights of the Surviving Company. Upon the Effective Date: (a) the Merged Company and the Surviving Company shall become a single Company and the separate corporate existence of the Merged Company shall cease; (b) the Surviving Company shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Company which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Company, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Company shall vest in the Surviving Company without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Company shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Companies shall be unimpaired; the Surviving Company shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Companies; and all debts, liabilities and obligations of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided,

however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Companies; and (d) without limitation of the foregoing provisions of this Section 3, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Companies, their members, managers, committees elected or appointed by the managers, members, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company as they were with respect to the Constituent Companies.

4. Certificate of Organization, Operating Agreement & Regulations, Managers of Surviving Company. Upon the Effective Date: (a) the Articles and/or Certificate of Organization of the Surviving Company shall continue as the Articles and/or Certificate of Organization of the Surviving Company until amended in the manner provided by law; (b) the Operating Agreement & Regulations of the Surviving Company shall continue as the Operating Agreement & Regulations of the Surviving Company until amended in the manner provided by law; and (c) the Managers of the Surviving Company shall remain the Managers of the Surviving Company.

5. Designation and Number of Outstanding Membership Units. The designation and number of outstanding units of membership of each class and series are as follows:

(a) The Merged Company has 100 units of authorized membership units issued and outstanding; and

(b) The Surviving Company has 1,000 units of authorized membership units issued and outstanding.

6. Effect of the Merger Upon the Membership Units of the Constituent Companies. On the effective date of the merger and without any action on the part of parties or otherwise:

(a) The total of the issued and outstanding membership units in the Merged Company shall be converted into the right to receive one (1) membership unit of the Surviving Company;

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability of Provisions. The invalidity or un-enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

RGS PROPERTIES LLC,  
a Delaware limited liability company

By: 

Christian Kosolovsky, Manager

RGS FLORIDA PROPERTIES LLC

By: 

Christian Kosolovsky, Manager