

Division of Corporations

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**Email Address:** \_\_\_\_\_**MERGER OR SHARE EXCHANGE  
CNK MANAGEMENT SERVICES, LLC**

Certificate of Status	0
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**TALLAHASSEE, FLORIDA**

**CERTIFICATE OF MERGER**

**BETWEEN**

**CNK MANAGEMENT SERVICES, LLC**  
a Maryland limited liability company

**AND**

**CNK MANAGEMENT SERVICES, LLC**  
a Florida limited liability company

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TALLAHASSEE, FL 32301

This CERTIFICATE OF MERGER ("Certificate") is made and entered into as of June 17, 2013 by and between CNK Management Services, LLC, a Maryland limited liability company (the "Merged Entity"), and CNK Management Services, LLC, a Florida limited liability company (the "Surviving Entity"), each of which certify as follows:

**FIRST:** The Merged Entity and the Surviving Entity agree to merge in the manner hereinafter set forth ("Merger") and as set forth in the Plan of Merger attached as Exhibit A hereto.

**SECOND:** The Merger shall become effective June 30, 2013, which date is after the date this Certificate of Merger is filed with the Florida Department of State (the "Effective Date"). When the Merger becomes effective, the separate existence of the Merged Entity shall cease and the Surviving Entity shall continue in existence under its Certificate of Organization and Operating Agreement, as amended.

**THIRD:** The Merged Entity was organized in Maryland on January 30, 2012 under the Maryland Limited Liability Company Act. The Surviving Entity was organized in Florida on June 7, 2013 under the Florida Limited Liability Company Act. The principal office of the Merged Entity is 6220 April Brook Circle, Suite 210, Columbia, MD 21045. The principal office of the Surviving Entity is 455 NE 5th Ave., Suite D406, Delray Beach, FL 33483.

**FOURTH:** The Merged Entity does not own any real property in the State of Maryland.

**FIFTH:** The Merged Entity and the Surviving Entity each has one class of membership interests.

**SIXTH:** The manner and basis of converting or exchanging issued equity interests of the Merged Entity and the Surviving Entity into other consideration and the treatment of any issued stock or other equity interests converted or exchanged shall be as follows: All of the issued and outstanding interests in the Merged Entity shall, upon merger, be automatically cancelled and extinguished without any conversion or exchange thereof or consideration paid therefor, and shall cease to be outstanding. All interest in the Surviving Entity that is issued and outstanding shall continue to remain issued and outstanding after the Effective Date.

**SEVENTH:** The terms and conditions of the transactions set forth in this Certificate were advised, authorized and approved by the Merged Entity and the Surviving Entity in the manner and by the vote required by their respective governing documents and the laws of the State of Florida. The manner of approval by the Merged Entity and the Surviving Entity of the transactions set forth in this Certificate are as follows:

- a) The sole member of the Merged Entity adopted a resolution by written consent, dated June 17, 2013, approving the Merger, pursuant to the Maryland Limited Liability Company Act.
- b) The sole member of the Surviving Entity adopted a resolution by written consent, dated June 17, 2013, approving the Merger, pursuant to the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, the Merged Entity and the Surviving Entity have caused this Certificate to be signed in their respective corporate names and on their behalf by their respective authorized members who acknowledge that this Certificate is the act of the Merged Entity and the Surviving Entity, respectively, and that, to the best of their knowledge, information and belief and under penalties for perjury, all matters and facts contained in this Certificate are true in all materials respects, as of June 30, 2013.

**Merged Entity**

**CNK MANAGEMENT SERVICES, LLC**

By: Maria E. Beckett  
Name: Maria E. Beckett  
Title: Member

**Surviving Entity**

**CNK MANAGEMENT SERVICES, LLC**

By: Maria E. Beckett  
Name: Maria E. Beckett  
Title: Member

6/20/2013 14:38:17 From: To: (850) 617-6380

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**EXHIBIT A**  
**PLAN OF MERGER**

**PLAN AND AGREEMENT OF MERGER**

**BETWEEN**

**CNK MANAGEMENT SERVICES, LLC**  
a Maryland limited liability company

**WITH**

**CNK MANAGEMENT SERVICES, LLC**  
a Florida limited liability company

PLAN AND AGREEMENT OF MERGER made as of June 17, 2013, between CNK Management Services, LLC, a Maryland limited liability company ("CNK Maryland") and CNK Management Services, LLC, a Florida limited liability company ("CNK Florida").

WHEREAS, There is a single class of membership interest in CNK Maryland, constituting one hundred percent (100%) of the membership interests in CNK Maryland, and

WHEREAS, There is a single class of membership interest in CNK Florida, constituting one hundred percent (100%) of the membership interests in CNK Florida, and

WHEREAS, the sole member of CNK Maryland and the sole member of CNK Florida, deem it advisable and generally to the advantage and welfare of the two companies for CNK Maryland to merge with and into CNK Florida under and pursuant to the provisions of the General Laws of the State of Maryland and Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** CNK Maryland shall be and it hereby is merged with and into CNK Florida.
2. **EFFECTIVE DATE.** This Plan and Agreement of Merger shall become effective on June 30, 2013, the time of such effectiveness being hereinafter called the Effective Date.
3. **SURVIVING ENTITY.** CNK Florida shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, and the separate corporate existence of CNK Maryland shall cease forthwith upon the Effective Date.
4. **AUTHORIZED CAPITAL.** After the Effective Date, CNK Florida shall have one class of membership interests, unless and until the same shall be changed in accordance with the laws of the state of Florida.

5. ARTICLES OF ORGANIZATION. The Articles of Organization of CNK Florida as it exists on the Effective Date shall be the Articles of Organization of CNK Florida following the Effective Date and there shall be no amendments to the Articles of Organization, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. OPERATING AGREEMENT. The operating agreement of CNK Florida as it exists on the Effective Date shall be the operating agreement of CNK Florida following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. AUTHORIZED PERSONS. The sole member of CNK Florida immediately after the Effective Date of the merger shall be Maria E. Beckett, who was the sole member of CNK Florida immediately prior to the Effective Date, and such person shall serve in such offices, respectively, for the terms provided by law or in the operating agreement, or until her successor is elected and qualified. Any other Authorized Persons, officers or managers shall be removed.

8. TRANSFER OF TITLE. All of the assets, rights, and interests of the CNK Maryland, and all of its property (real, personal and mixed), shall be transferred to the CNK Florida by virtue of the Merger. CNK Florida shall hold all of the assets, rights, and interests, all of the property, and be obligated for all debts due on whatever account, to the same extent as held or enjoyed by CNK Maryland.

9. CONVERSION OF MEMBERSHIP INTERESTS. All of the issued and outstanding Interests in CNK Maryland shall, upon merger, be automatically cancelled and extinguished without any conversion or exchange thereof or consideration paid therefor, and shall cease to be outstanding. All Interest in CNK Florida that is issued and outstanding shall continue to remain issued and outstanding after the Effective Date.

11. TERMINATION. This Plan and Agreement of Merger may be terminated and abandoned by action of the sole member of CNK Maryland or by action of the sole member of CNK Florida at any time prior to the Effective Date.

*{Signatures appear on next page.}*

**SIGNATURE PAGE TO  
PLAN AND AGREEMENT OF MERGER**

**IN WITNESS WHEREOF** each of the corporate parties hereto has caused this Plan and Agreement of Merger to be executed by the following authorized persons.

**CNK Management Services, LLC  
a Maryland limited liability company**

By:

  
Maria E. Beckett  
Sole Member

**CNK Management Services, LLC  
a Florida limited liability company**

By:

  
Maria E. Beckett  
Sole Member