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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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☐ MAIL

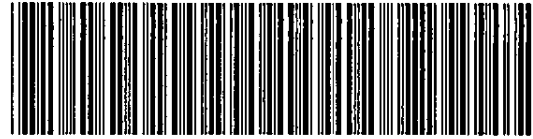
(Business Entity Name)

(Document Number)

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

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** NCCI 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:

IMRAN CHAUDHRY  
Contact Person

NCCI LLC  
Firm/Company

1315 West Church St  
Address

ORLANDO FL 32805  
City, State and Zip Code

ANRENT@AOL.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

IMRAN CHAUDHRY at (407) 385-0552  
Name of Contact Person Area Code and 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

## **Merger Agreement**

THIS MERGER AGREEMENT ("Agreement") is made on September 23, 2013 by and between NCI LLC, 1315 WEST CHURCH STREET, ORLANDO, Florida 32805, (the "NCI LLC"), and NCCI LLC of 1315 WEST CHURCH STREET, ORLANDO, Florida 32805, (the "NCCI LLC").

On completion of the merger, NCI LLC will be dissolved leaving NCCI LLC as the surviving business which will be known as NCI LLC after the merger is complete. The surviving business will be registered in the state of Florida.

### **RECITALS**

#### **NCI LLC Dissolving Entity**

NCI LLC is a LIMITED LIABILITY COMPANY duly organized, validly existing, and in good standing under the laws of Florida.

#### **NCCI LLC Surviving Entity**

NCCI LLC is a LIMITED LIABILITY COMPANY duly organized, validly existing, and in good standing under the laws of Florida.

#### **NCI LLC Final Entity**

NCI LLC is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

### **MERGER**

#### **Surviving Business Entity**

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, NCI LLC shall be merged with and into surviving entity under the laws of the state of Florida. As a result of the Merger, the separate corporate existence of NCI LLC shall cease and the entity shall continue as the surviving business entity NCI LLC

#### **Certificate of Merger**

NCCI LLC shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which NCI LLC holds real property.

#### **Effective Date of Merger**

The merger shall be effective on the date of filing of the certificate of merger.

### **TERMS AND CONDITIONS**

#### **Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

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JANICE L. BROWN  
CLERK OF CIRCUIT COURT

- Except in the ordinary course of business and for adequate value, dispose of any of its assets. Jc.

- Enter into any contract or agreement obligating it for a period in excess of ~~THIRTY~~ ONE YEAR, except in the ordinary course of business.

- Make any distributions to its shareholders.

### **Further Assignments or Assurances**

If at any time NCCI LLC considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in NCCI LLC the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of NCI LLC, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in NCCI LLC, and otherwise carry out the provisions of this Agreement.

### **Conversion**

(a) At the effective date of the merger, each interest in NCI LLC will be converted into 0 interest[s] of NCI LLC.

(b) No fractional interests of NCI LLC after merger will be issued to the holders of interests of NCI LLC. However, holders who would otherwise be entitled to receive a fraction of an interest of NCI LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of NCI LLC as of the effective date of the merger.

(c) Each interest of NCCI LLC will be converted into 0 interest[s] of the new surviving entity (NCI LLC) after merger.

(d) No fractional interests of NCCI LLC before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of NCCI LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of NCCI LLC as of the effective date of the merger.

### **Exchange**

If any interest of NCI LLC being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of NCI LLC have been converted.

## **MANAGEMENT OF SURVIVING ENTITY**

### **Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

### **Directors and Officers**

The initial Board of Directors of the Surviving Entity will consist of 2 Directors. Disappearing entity shall be entitled to nominate 2 members of the Board of Directors of the surviving entity.

## **INTERPRETATION AND ENFORCEMENT**

### **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

### **Counterpart Executions**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

### **Partial Invalidity**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

### **Applicable Law**

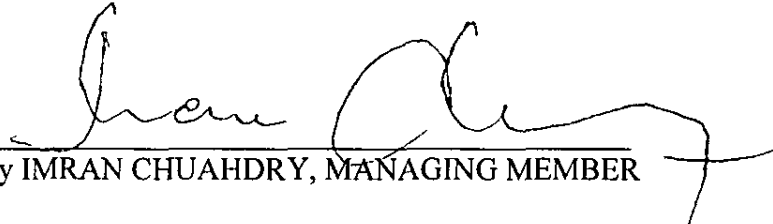
The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

### **Approvals**

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

In witness of the mutual promises made above, NCI LLC and NCCI LLC have executed this Merger Agreement on the date first stated above.

NCI LLC:



By IMRAN CHUAHDRY, MANAGING MEMBER

NCCI LLC:



By IMRAN CHAUDHRY, MANAGING MEMBER