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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

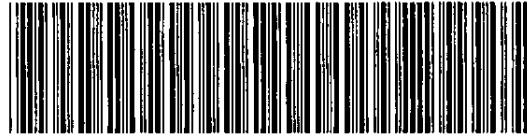
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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EFFECTIVE DATE 10/31/2013

11/05/13--01011--013 **50.00

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13 OCT 31 PM 2:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JULIANO & MARKS, LLC
ATTORNEYS AND COUNSELLORS AT LAW

1224 FARMINGTON AVENUE
WEST HARTFORD, CONNECTICUT 06107

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Lawrence J. Marks, Esq.
Direct Dial: (860) 521-0569
Email: lmarks@jmattys.com

October 25, 2013

Ms. Brenda Tadlock
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: KVA KBox LLC Formation and Merger

Dear Brenda:

Pursuant to our telephone conversation today, I am forwarding to you the necessary documents to form KVA KBox LLC as a Florida LLC on October 28, 2013. I have enclosed the Filing Fee and Certificate of Status Fee in the amount of \$130.00. I have emailed you the Consent Letter to use the name KVA KBox LLC in Florida, and I have also enclosed a copy in this package. In addition, I have also enclosed the Certificate of Merger to effectuate the merger of KVA KBox LLC (Delaware) into KVA KBox LLC (Florida). A \$50.00 filing fee is also enclosed. The merger needs to be effective November 1, 2013. If for some reason, the financing I am working on closes on November 2, 2013, I will contact you to delay the merger effective date until November 2, 2013. I would send you the necessary changed page to reflect the proper effective date.

Thank you for your help. Please contact me with any questions.

Very truly yours,

Lawrence J. Marks

Lawrence J. Marks

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TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: KVA KBox 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:

Peter Alevizos

Contact Person

KVA KBox LLC

Firm/Company

162 Spyglass Lane

Address

Jupiter, FL 33477

City, State and Zip Code

pzos@yahoo.com

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

For further information concerning this matter, please call:

Lawrence J. Marks

Name of Contact Person

at (860) 521-0569

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

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
KVA KBox LLC	Florida	LLC L13-151701
KVA KBox LLC	Delaware	LLC m04-4385

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>
KVA KBox 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.

EFFECTIVE DATE 10/31/2013

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:

shall be October 31, 2013, which is the date which Wells Fargo has authorized recordation (and all conditions to such authorization have been satisfied) of a deed of reconveyance releasing the Properties from the lien of the Wells Fargo Deed of Trust.

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:

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:

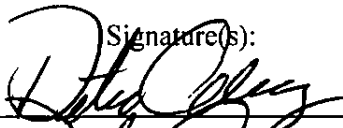
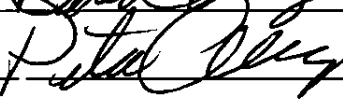
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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:
KVA KBox LLC		Peter Alevizos
KVA KBox LLC		Peter Alevizos

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

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is entered into as of the 31st day of October, 2013, pursuant to the provisions of Del. Code Ann. Tit. 6 §18-209 of the Delaware Limited Liability Company Act and Florida Statutes §608.438, by and among the following parties:

KVA KBox LLC, a Delaware limited liability company ("KVA Delaware"); and

KVA KBox LLC, a Florida limited liability company ("KVA Florida");

(together, the "Constituent Entities").

WITNESSETH:

WHEREAS, the sole member of KVA Delaware and the sole member of KVA Florida declare it advisable and to the advantage, welfare, and best interests of the Constituent Entities to merge each of the Constituent Entities into a single limited liability company existing under the laws of the State of Florida, to wit, KVA Florida, which shall be the surviving limited liability company (KVA Florida in this capacity being referred to as the "Surviving Company"), pursuant to the provisions of the Florida Limited Liability Company Act and the Delaware Limited Liability Company Act (the "Florida Act", and the "Delaware Act", respectively);

WHEREAS, the sole member of each of the Constituent Entities have approved the merger of KVA Delaware with and into the Surviving Company (the "Merger") upon the terms and conditions set forth in this Plan; and

WHEREAS, the Surviving Company shall operate as a Limited Liability Company owned by its sole member and be manager-managed;

NOW, THEREFORE, the Constituent Entities, in consideration of the premises and of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

FIRST: The terms and conditions of the Merger are as follows:

(a) On the Effective Date (as hereinafter defined) and subject to the terms and conditions set forth herein, KVA Delaware shall be merged with and into KVA Florida. The separate existence of KVA Delaware shall cease, and KVA Florida shall continue its existence as the Surviving Company in the Merger. On the Effective Date, the Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and powers of KVA Delaware and shall be subject to all of the restrictions, disabilities, and duties of KVA Delaware.

(b) The name of the Surviving Company in the Merger is "KVA KBox LLC." The Operating Agreement of KVA Florida, as now in force and effect, shall continue to be the Company Agreement of the Surviving Company. The Operating Agreement of the Surviving Company shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Florida Act.

(c) On the Effective Date:

(i) all of the property, real, personal and mixed, and all of the rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of KVA Delaware shall be transferred to, vested in, and devolved upon the Surviving Company, without further act or deed; and

(ii) all debts due on whatever account, including promises to make capital contributions, and all and every other interest of or belonging to or due to KVA Delaware shall be vested in the Surviving Company without further act or deed.

(d) The title to all real estate, and any interest therein, vested in any of the Constituent Entities shall not revert, or be in any way impaired, by reason of the Merger.

(e) KVA Florida shall be responsible and liable for all liabilities and obligations of KVA Delaware, and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted as if the Merger had not taken place, or the Surviving Company may be substituted in the action.

(f) Neither the rights of creditors nor any liens on the property of any Constituent Entities shall be impaired by the Merger.

(g) Provided this Plan has not been terminated or abandoned as permitted by the provisions hereof, A Certificate of Merger shall be executed and filed in accordance with Florida Act Section 608.4382, and Delaware Act Title 6, Section 18-209. The Merger shall become effective on October 31, 2013, the date as of which Wells Fargo has authorized recordation (and all conditions to such authorization have been satisfied) of a deed of reconveyance releasing the Properties from the lien of the Wells Fargo Deed of Trust, such date to be the "Effective Date."

SECOND: As of the Effective Date, all of the Company interests in KVA Delaware shall automatically, by virtue of the Merger and without any further action of the sole member of KVA Delaware, be cancelled, and no consideration shall be delivered in exchange therefor.

THIRD: KVA Delaware hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to

vest in and confirm to the Surviving Company title to and possession of any property of KVA Delaware acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the interests and purposes hereof, and the sole member of the Surviving Company is fully authorized in the name of each of the Constituent Entities or otherwise to take any and all such action.

FOURTH: Notwithstanding the full authorization and approval of this Plan, this Plan may be terminated or abandoned by the sole members of the Constituent Entities at any time prior to the Effective Date.

FIFTH: The sole member of the Surviving Company is hereby authorized, empowered, and directed by each of the Constituent Entities to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan or the Merger.

SIXTH: This Plan may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same instrument.

SEVENTH: This Plan was adopted by the unanimous written consent of the sole member of KVA Delaware dated as of October 31, 2013 and the unanimous written consent of the sole member of KVA Florida dated as of October 31, 2013.

EIGHTH: The Constituent Entities have the same member who owns the same percentage interest in each such Constituent Entity. Therefore, as a result of the merger, the member of the Surviving Company will maintain its present ownership interest in the Surviving Company.

NINTH: The street address of the Surviving Company is 162 Spyglass Lane, Jupiter, Florida 33477.

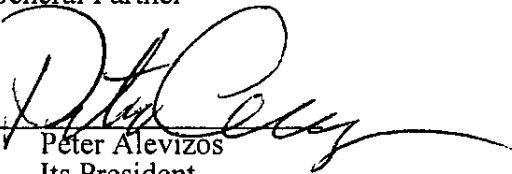
Signatures on following Page

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective sole member, has caused this Plan to be executed by such sole members this 31st day of October, 2013.

KVA KBox LLC
(Florida Limited Liability Company)

SOLE MEMBER:

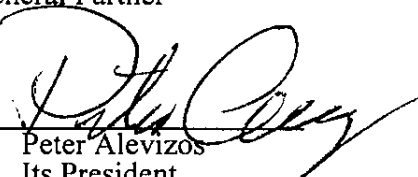
KAUAI VILLAGE ASSOCIATES
By Alevizos and Associates, Inc.
Its General Partner

By 
Peter Alevizos
Its President

KVA KBox LLC
(Delaware Limited Liability Company)

SOLE MEMBER:

KAUAI VILLAGE ASSOCIATES
By Alevizos and Associates, Inc.
Its General Partner

By 
Peter Alevizos
Its President

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