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FILED  
2018 AUG 27 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FL

LLC  
Merger

08-27-18

DC



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 21, 2018

JAMES B HOUSE  
HOUSE & HOUSE, P.C.  
8526 N. NEW BRAUFELS AVE  
SAN ANTONIO, TX 78217

SUBJECT: OHANCO ENTERPRISES, LLC  
Ref. Number: L14000186080

We have received your document for OHANCO ENTERPRISES, LLC and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Application must be signed by all entities involved in the merger. We are missing the signature for JMS Niceville, LLC.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Diane Cushing  
Senior Section Administrator

Letter Number: 718A00017260

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Ohanco Enterprises, 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:

James B. House

\_\_\_\_\_  
Contact Person

House & House, P.C.

\_\_\_\_\_  
Firm/Company

8526 N. New Braunfels Ave.

\_\_\_\_\_  
Address

San Antonio, TX 78217

\_\_\_\_\_  
City, State and Zip Code

houzelawpc@gmail.com

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

For further information concerning this matter, please call:

James B. House

210

821-6863

\_\_\_\_\_  
Name of Contact Person

at (\_\_\_\_\_) \_\_\_\_\_

Area Code

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

CR2E080 (2/14)

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Ohanco Enterprises, LLC	FLA	LLC Doc. #L14000186080
JMS Niceville, LLC	FLA	LLC Doc. #L17000025566

**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>
Ohanco Enterprises, LLC	FLA	LLC

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

See attached Plan of Merger.

**FILED**  
2018 AUG 27 PM 3:23  
SECRETARY OF STATE  
TALLAHASSEE, FL

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

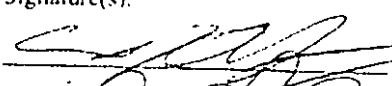

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual
Onanco Enterprises, LLC		Colin O'Hara
JMS Niceville, LLC		Colin O'Hara
_____	_____	_____
_____	_____	_____

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 an authorized person

<b>Fees:</b> 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

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER, hereinafter referred to (this "Agreement"), dated the 30th day of July, 2018, is made by and among the Members and Managers of OHANCO ENTERPRISES, LLC, a Florida Limited Liability Company ("OHANCO") and JMS NICEVILLE, LLC, A Florida Limited Liability Company, ("JMS").

WHEREAS, the Members and Managers of OHANCO and JMS deem it advisable and in the best interest of their respective Membership to consummate the transactions contemplated by this Agreement to provide for the acquisition of JMS by OHANCO on the terms and subject to the conditions provided for herein.

WHEREAS, in furtherance thereof it is proposed that the acquisition be accomplished by a merger of JMS with and into OHANCO, with OHANCO being the surviving Limited Liability Company, in accordance with Section 608.4381 of the Limited Liability Company Act of the State of Florida.

WHEREAS, OHANCO's Membership shares being 65% owned by COLIN JASON O'HARA, 17.5% by HUNTER STANCO and 17.5% by WHITNEY HAGOPIAN.

WHEREAS, JMS Membership shares being 65% owned by COLIN JASON O'HARA, 17.5% by HUNTER STANCO and 17.5% by WHITNEY HAGOPIAN.

WHEREAS, the Managing Members of OHANCO and JMS have each approved and adopted this Agreement and the Merger and other transactions contemplated hereby; and

WHEREAS, the OHANCO and JMS desire to make certain representations, warranties, covenants and agreement with connection with the Merger.

### **ARTICLE I DESCRIPTION OF TRANSACTION**

A. Upon the terms and subject to the conditions set forth in this Agreement, at the effective time, JMS shall be merged with and into OHANCO and the separate existence of JMS shall cease. OHANCO will continue as the surviving limited liability company in the Merger (the "Surviving Company").

B. The effect of the merger shall have the effects set forth in this Agreement and in the applicable provisions of the statute Section 608.4383 of the Limited Liability Company Act of the State of Florida.

C. Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of OHANCO at such time and date as the parties mutually agree. The date on which the Closing actually takes place is referenced into this

Agreement as the "Closing Date." Contemporaneously with or as promptly as practicable after Closing a properly executed Certificate of Merger shall be filed with the Secretary of State of the State of Florida. The Merger shall become effective at that time.

D. Unless otherwise determined, the formation of OHANCO, the Surviving Company organization date shall be the date of the Certificate of Formation of OHANCO.

E. The Operating Agreement of OHANCO shall be amended and restated as the Effective Time.

F. Prior to the Closing and subject to the Operating Agreements governing the two companies, the present Members of OHANCO shall nominate and appoint the Managing Member, the Officers of OHANCO and shall serve as such at or before the Closing.

G. Conversion Ratio of Membership Units. Membership Interests of the entities at the effective time, by virtue of the Merger, without any further action on the part of OHANCO or JMS will be exchanged in a pro-rata basis for the membership units of OHANCO, resulting in a membership units in amount of 1,000 shares to be divided, based on those percentages that are now referred to on Exhibit A, (the "Conversion Ratio").

H. Each unit of membership of JMS outstanding, prior to the Effective date shall be exchanged for and converted, pursuant to the Conversion Ratio in the right to receive by the respective number of shares validly issued, fully paid and non-assignable membership share of OHANCO with all fractional shares to be rounded up to the nearest membership unit.

I. At the Effective Time each outstanding Membership Share of JMS shall be assumed by OHANCO and all rights with respect to Membership Units under JMS shall therefore be exchanged for same shares, pro-rata in OHANCO Membership Units.

J. Upon the Closing Date, the Capital Accounts for the undersigns, as Members of both OHANCO and JMS shall be reallocated in the following ways.

(i) The 1,000 Membership Shares that are outstanding in OHANCO, are allocated with 650 shares being owned by COLIN JASON O'HARA, 175 shares by WHITNEY HAGOPIAN and 175 shares by HUNTER STANCO.

(ii) OHANCO shall allow an additional 300 New Membership Shares to be issued with 150 being bought by WHITNEY HAGOPIAN and 150 New Membership Shares be bought by HUNTER STANCO.

K. Upon the purchase of these shares, there shall be a total of 1,300 Membership

Units outstanding, wherein the allocation shall be as follows: 650 Membership Units to COLIN JASON O'HARA, 325 Membership Units to WHITNEY HAGOPIAN and 325 Membership Units to HUNTER STANCO.

L. There are no new Members involved in this allocation. All existing Members have agree to such reorganization and have agreed to issue New Membership Shares for the purchase price as agreed to by the Parties.

M. At or about the Effective Time JMS shall cease to operate and upon closing of the books and said books and all accounts, including assets and liabilities shall be transferred to OHANCO, to be absorbed within OHANCO Company's structure. No further transfer of any units shall be made and such transfer shall become effective upon the effective date and time.

N. At or soon as practicable after the Effective Time, OHANCO should send the Members of JMS, a letter of transmittal in customary form pertaining such provisions and also a form effective the surrender of the Membership Units in JMS. The Letter of Transmittal shall include the following representations and warranties, which must be confirmed by each Member.

O. That each Member will confirm that:

(i) Each Member owns the Units free and clear of all by federal and state securities laws, pursuant to the Operating Agreement.

(ii) The Member has the full and unrestricted legal right, power and authority to sell, assign, transfer, or convert the Units without obtaining consent or approval of any person or governmental authority and the delivery of such Units for conversion, pursuant to this Agreement, will transfer valid title thereof to include all liens, encumbrances, claims, restrictions of every kind, except for certain restrictions wherein imposed by the Operating Agreement. The execution of this Agreement and the consummation of the transactions contemplated hereby will not constitute a default under any provisions of the agreement by which each Member is bound.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

A. OHANCO, as a Limited Liability Company, ("The Company") duly organized, validly existing and in good standing under the laws of the State of Florida, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted and is currently contemplated to be conducted; and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or ownership of its properties makes such qualification necessary, except where the failure to do so would not cause a Material Adverse Effect. The Company is duly qualified in the jurisdiction in the State of Florida.

B. Membership Interests. As of this date, OHANCO is authorized to issue up to 10,000 membership units of which 1,300 have been issued and are outstanding. No Units are held in the treasury of the Company and the outstanding units are duly and validly authorized



and issued fully paid and are assessable and held of record and owned beneficially by the Members in the amounts set forth in Exhibit A. No Units were issued in violation of any preemptive rights and the Company has no outstanding or authorized options, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights or other contracts or commitments issued or granted to or of any person to purchase or otherwise convert or exchange the Units of OHANCO.

C. Other than any outstanding obligations, as listed and stated under Exhibit B to this Agreement, OHANCO is operating free and clear of any other liens. There is no outstanding or authorized C-Corporation earnings for either JMS or OHANCO.

D. OHANCO and JMS all have requisite powers to execute, deliver and perform this Agreement and other transactions contemplated hereby or thereby. All necessary action on the part of OHANCO and JMS, its Members necessary will be taken or will be taken prior to closing.

E. The Members of both JMS and OHANCO hereby consent for this Agreement to effectuate such transfer.

F. Except for the following of the Certificate of Merger, with the Secretary of State by OHANCO or the consummation of transactions contemplating hereby, JMS has delivered to OHANCO and a consolidated financial statement, consisting of balance sheets, statement of Operations and statement of cash flow for the years beginning 2017 and ending 2018.

G. The parties hereby confirm and agree that they are not aware of any legal proceedings pending or knowledge of any threatened legal proceedings against OHANCO or JMS and that this Merger is not made in contemplation or in response to any legal proceedings against OHANCO and JMS.

H. The Parties hereby confirm the Members of OHANCO and JMS will file the necessary tax returns and any other documents, effectuating the Merger of said Companies and in and all taxes owed shall be the responsibility of OHANCO after the effective date or Closing Time.

I. OHANCO and JMS further warrants that there are no current tax liens on either Company for any taxes, assessments, efficiencies or adjustments.

J. Property Assets. OHANCO and JMS, have and at all times in the past, have good market and title to valid lease holds on personal property and equipment, as referenced in the Financial Statements. Such personal property shall be absorbed and transferred to OHANCO at the effective time and none of the personal property or real property involved in said transaction shall remain the interest of JMS.

K. JMS and OHANCO owner possess a valid and exclusive franchise licenses with JERSEY MIKE'S and Members hereby warrant that any notifications to JERSEY MIKE'S based on this Plan of Merger, as required under such licenses have been made.

L. Compliance with Laws. All Units, Company Options and Company Warrants, and other rights to acquire Units or other securities of the Company, have been issued in compliance with applicable federal securities laws.

M. Non-Contravention. The execution and delivery of this Agreement and each other Transaction Document by the Company does not, and the performance of this Agreement and each Transaction Document by the Company will not, (i) conflict with or violate the Company Charter Documents, in each case as amended to date and currently in effect; (ii) conflict with or violate any Applicable Laws; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair the rights of the Company or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the Company's assets or properties pursuant to, any obligation to which the Company is a party or by which it may be bound.

N. Contractual Consents. Except as provided in the Companies' Operating Agreements, lien holder documents or Franchise Agreements, no Consent under any agreement to which the Company is a party is required to be obtained in connection with the execution, delivery or performance of this Agreement or any other Transaction Document by the Company or the consummation of the transactions contemplated hereby or thereby.

O. Governmental Consents. Except for the filing of the Certificate of Merger with the Secretary of State of the State of Florida, no Consent of any Governmental Entity is required to be obtained or made by the Company in connection with the execution, delivery and performance of this Agreement or any other Transaction Document by the Company or the consummation of the transactions contemplated hereby or thereby.

P. There is no claim against the Company for any Taxes, and no assessment, deficiency or adjustment has been asserted, proposed, or to the actual knowledge of the Company, threatened with respect to any Tax Return of or with respect to the Company, and, to the Knowledge of the Company, there is no factual or legal basis for the assessment of any deficiency or adjustment with respect to any Tax Return of or with respect to the Company. No Tax audits or administrative or judicial proceedings are being conducted, pending or to the actual knowledge of the Company, threatened with respect to the Company. No claim has ever been made by an authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation in that jurisdiction. There are no matters under discussion with any Governmental Entity with respect to matters that could result in an additional amount of Tax.

Q. The Company does not own any interest in any controlled foreign corporation (as defined in Section 957 of the Code), passive foreign investment company (as defined in Section 1297 of the Code) or other entity the income of which is or could be required to be included in the income of Company.

R. The Company has not entered into any agreement or arrangement with any Taxing Authority that requires the Company to take any action or to refrain from taking any action. The Company is not a party to any agreement with any Taxing Authority that would be

terminated or adversely affected as a result of the transactions contemplated by this Agreement.

S. Except as otherwise noted, there is no material property or obligation of Company, including uncashed checks to vendors, customers, or employees, non-refunded overpayments or unclaimed subscription balances, unapplied cash balances, or dividends escheatable to any state or municipality under any applicable escheatment laws, as of the date hereof or that may at any time after the date hereof become escheatable to any state or municipality under an applicable escheatment laws.

T. The provision for Taxes set forth on the balance sheets included in the Company Financial Statements, if any, are sufficient for all accrued and unpaid Taxes, whether asserted or unasserted, contingent or otherwise, as of the dates thereof. The Company has not incurred any liabilities for Taxes since those dates (i) arising from extraordinary gains or losses, as that term is used in GAAP, (ii) outside the ordinary course of business, or (iii) inconsistent with past custom or practice.

U. Material Contracts. All Material Contracts shall be merged into OHANCO. The Company has performed all of its material obligations required to be performed through the date hereof under each Material Contract listed and the Company is not in material breach or default in any respect thereunder nor has any event or circumstance occurred which, with notice or lapse of time or both, would constitute any such material breach or default. To the Company's knowledge, none of the other parties to any Material Contract is in material breach or default in any respect thereunder nor has any event or circumstance occurred which, with notice or lapse of the time or both, would constitute any such material breach or default.

V. Insurance. The Company has in full force and effect comprehensive insurance, and other insurance required by the State of Florida. With respect to each such insurance policy: (a) the policy is in full force and effect by its terms; and (b) the Company has not received any written or oral notice from the insurer disclaiming coverage or reserving rights with respect to a particular claim or such policy in general.

W. Books and Records. The minute books of Company contain complete and accurate records of all meetings and other Company actions of the Members and Managers of the Companies. True and complete copies of the minute books of each Company have been made available.

X. Disclosures. Neither this Agreement (including any Exhibit) nor any other Transaction Document to which the Company is a party, nor any report, certificate or instrument furnished to any Managers or Members Parent in connection with the transactions contemplated in this Agreement or any other Transaction Document to which these Companies are a party, when read together, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, not misleading.

Y. Efforts to Consummate. Subject to the terms and conditions of this Agreement, each party to this Agreement shall act in good faith and use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, required under

Applicable Law in order to consummate the transactions contemplated hereby as expeditiously as reasonably practicable, including (a) obtaining all authorizations, consents and approvals of any Person which are required for or in connection with the consummation of the transactions contemplated hereby and by the other Transaction Documents; (b) taking any and all reasonable actions necessary to satisfy the conditions to the other parties' obligations and (c) executing and delivering all agreements and documents required by the terms hereof to be executed and delivered by such party on or prior to the Closing. Each party hereto shall refrain from taking any action to frustrate, hinder or delay the satisfaction of closing conditions for the Closing of the transactions contemplated by this Agreement.


Z. Certificate of Good Standing. The Companies will have provide a certificate of good standing from the Secretary of State of the State of Florida for each Company.

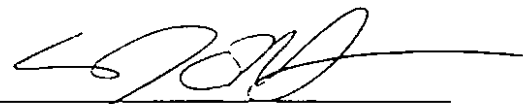
AA. Closing Deliveries. All documents, instruments, certificates or other items required to be delivered at the Closing shall be delivered.


This Plan may be signed in multiple counterparts, and shall take effect upon the date of last signature.


**OHANCO ENTERPRISES, LLC**

**JMS NICEVILLE, LLC**

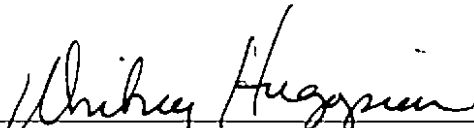
  
COLIN JASON O'HARA, Manager  
Date: 6/30/2018

  
COLIN JASON O'HARA, Manager  
Date: 6/30/2018

  
HUNTER STANCO, Member  
Date: 6-30-2018

  
HUNTER STANCO, Member  
Date: 6-30-2018

  
WHITNEY HAGOPIAN, Member  
Date: 6-30-2018

  
WHITNEY HAGOPIAN, Member  
Date: 6-30-2018

## **EXHIBIT "A"**

### **CONVERSION RATIO**

<b>JMS NICEVILLE, LLC</b>			<b>OHANCO ENTERPRISES, LLC</b>
Colin Jason O'hara	650 Shares	1	650 Shares
Whitney Hagopian	175 Shares	1	175 Shares
Hunter Stanco	175 Shares	1	175 Shares

### **FINAL SHARES HELD BY MEMBERS**

(Additional shares of OHANCO ENTERPRISES, LLC purchased by Whitney Hagopian and Hunter Stanco.)

Colin Jason O'hara	650 Shares
Whitney Hagopian	325 Shares
Hunter Stanco	325 Shares

## **EXHIBIT "B"**

Liens, Expenses and Accounts Payable as reflected on books of JMS NICEVILLE, LLC and OHANCO ENTERPRISES, LLC are absorbed by OHANCO ENTERPRISES, LLC.