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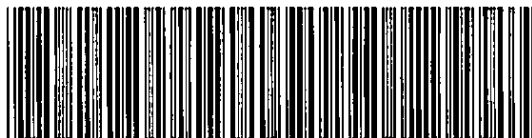
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TALLAHASSEE, FLORIDA

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June 21, 2018

Via Federal Express

Amendment Section

Division of Corporations

Clifton Building

2661 Executive Center Circle

Tallahassee, FL 32301

RE: Merger of Bayrock 912 Gervais Exchange, LLC, a Florida
limited liability company into Bayrock Investment Co.,
a North Carolina General Partnership

Dear Sir or Madam:

Enclosed for filing are the Articles of Merger for Florida Limited Liability Company along with the Plan of Merger.

Also **enclosed** is our firm's check in the amount of \$50.00 (\$25.00 x 2 for the Merger fee for both parties). Once filed, please return the original documents to the undersigned.

If there is any way we can have this Merger expedited it would be greatly appreciated as we have a closing next week. I have also enclosed a self-addressed prepaid Federal Express envelope for your ease in returning the documents to me.

If you have any questions, please contact me directly. Thank you.

Very truly yours,



Sarah R. Wakefield
Legal Assistant to John M. Compton
Email: swakefield@nhslaw.com

Enclosures

**ARTICLES OF MERGER
OF BAYROCK 912 GERVAIS EXCHANGE, LLC
INTO
BAYROCK INVESTMENT CO.**

FILED
2018 JUN 22 AM 11:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida limited liability company and North Carolina general partnership in accordance with Section 605.1025, Florida Statutes.

1) 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>
BAYROCK 912 GERVAIS EXCHANGE, LLC	FL	limited liability company

2) 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>
BAYROCK INVESTMENT CO.	NC	general partnership

3) The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026, Florida Statutes; 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 Section 605.1023(1)(b), Florida Statutes.

4) 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 Section 605.0117 and Chapter 48, Florida Statutes, is:

1307 W. Morehead Street, Suite 208
Charlotte, NC 28208

5) This entity agrees to pay any members with appraisal rights, the amount to which members are entitled under Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

6) The effective date of the merger is the date on which these Articles are filed and accepted by the Department of State.

Dated: June 21, 2018.

BAYROCK INVESTMENT CO.,
a North Carolina general partnership,

BAYROCK 912 GERVAIS EXCHANGE, LLC,
a Florida limited liability company

BAYROCK INVESTMENT CO., LLC,
a Nevada limited liability company,
as managing general partner

By: Matthew Bogdovitz
MATTHEW BOGDOVITZ
As Its: Authorized Representative
of the Manager

By: Matthew Bogdovitz
MATTHEW BOGDOVITZ
As Its: Authorized Representative
of the Manager

EXHIBIT "A"

PLAN OF MERGER

THIS PLAN OF MERGER dated June 25, 2018, between BAYROCK INVESTMENT CO., a North Carolina general partnership (hereinafter referred to as "Bayrock" or "Surviving Entity"), and BAYROCK 912 GERVAIS EXCHANGE, LLC, a Florida limited liability company (hereinafter referred to as "Gervais" or "Absorbed Entity").

WITNESSETH:

WHEREAS, Surviving Entity is a general partnership organized and existing under the laws of the State of North Carolina, with its principal office at 1307 W. Morehead Street, Suite 208, Charlotte, NC 28208; and

WHEREAS, Surviving Entity has a capitalization of one hundred (100) issued and outstanding partnership units; and

WHEREAS, Absorbed Entity is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 3333 Clark Rd., #100, Sarasota, FL 34231; and

WHEREAS, Absorbed Entity has a capitalization of one hundred (100) issued and outstanding membership units; and

WHEREAS, The managing general partner of Surviving Entity and the manager of Absorbed Entity deem it desirable and in the best interests of the entities and their owners that Absorbed Entity be merged into Surviving Entity pursuant to the provisions of Sections 605.1021 *et seq.* of the Florida Revised Limited Liability Company Act, in order that the

transaction qualify as a "merger" under the of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the constituent corporations agree as follows:

SECTION ONE - MERGER

Effective June 25, 2018, Gervais shall merge with and into Bayrock, which will be the Surviving Entity. The name of the Surviving Entity shall be BAYROCK INVESTMENT CO., a North Carolina general partnership.

SECTION TWO - TERMS AND CONDITIONS

On the effective date of the merger, the separate existence of the Absorbed Entity shall cease, and the Surviving Entity shall succeed to all the rights, privileges, immunities, and franchises, and all of the property, real, personal, and mixed of the Absorbed Entity, without the necessity for any separate transfer. The Surviving Entity shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Entity, and neither the rights of creditors, nor any liens on the property of the Absorbed Entity shall be impaired by the merger.

SECTION THREE - CONVERSION OF MEMBERSHIP UNITS

The manner and basis of converting the membership units of the Absorbed Entity into general partnership interests of the Surviving Entity is as follows:

(a) Each membership unit issued and outstanding on the effective date of the merger shall be converted into one (1) general partnership unit, which general partnership units of the Surviving Entity shall thereupon be issued and outstanding.

(b) The conversion shall be effected as follows: After the effective date of the merger, each holder of certificates for membership units in the Absorbed Entity shall surrender them to the Surviving Entity or its duly appointed agent, in such manner as the Surviving Entity shall legally require. One (1) additional general partnership unit of the Surviving Entity shall be issued for each one (1) membership unit of the Absorbed Entity surrendered in exchange therefor.

SECTION FOUR - PARTNERSHIP STATUS UNDER THE INTERNAL REVENUE CODE

The Surviving Entity will continue to be treated as a partnership under the Internal Revenue Code of 1986, as amended. When the existence of the Absorbed Entity, a disregarded entity, shall cease on the effective date of the merger, the taxable year of the Absorbed Entity will end. The Surviving Entity shall succeed to all tax liabilities of the Absorbed Entity.

SECTION FIVE - CHANGES IN CERTIFICATE OF GENERAL PARTNERSHIP

The Certificate of General Partnership of the Surviving Entity shall continue to be its Certificate of General Partnership following the effective date of the merger.

SECTION SIX - CHANGES IN PARTNERSHIP AGREEMENT

The Partnership Agreement of the Surviving Entity shall continue to be its Partnership Agreement following the effective date of the merger.

SECTION SEVEN – MANAGING GENERAL PARTNER

There shall be at least one (1) managing general partner of the Surviving Entity. The managing general partner of the Surviving Entity on the effective date of the merger shall be the following entity, who shall serve until the next meeting of the Surviving Entity, or until its successor has been duly elected or appointed and qualified:

BAYROCK INVESTMENT CO., LLC,
a Nevada limited liability company

SECTION EIGHT - PROHIBITED TRANSACTIONS

Neither of the constituent entities shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed Entity and the Surviving Entity may take all actions necessary or appropriate under the laws of their respective states of organization, in order to consummate this merger.

SECTION NINE - APPROVAL BY OWNERS

This Plan of Merger shall be submitted for the approval of the owners of the constituent entities in the manner provided by the applicable laws of the entities' respective states of organization at meetings to be held on or before June 21, 2018, or at such other time as to which the constituent entities may agree.

SECTION TEN - EFFECTIVE DATE OF MERGER

The effective date of this merger shall be the date on which the Articles of Merger are filed and accepted by the Florida Department of State and the North Carolina Secretary of State.

SECTION ELEVEN - ABANDONMENT OF MERGER

This Plan of Merger may be abandoned by actions of either the managing general partner of the Surviving Entity or the manager of the Absorbed Entity at any time prior to the effective date, if the merger is not approved by the owners of either the Surviving Entity or the Absorbed Entity on or before June 25, 2018.

SECTION TWELVE - EXECUTION OF AGREEMENT

This Plan of Merger may be executed in any number of counterparts and each such counterpart shall constitute an original instrument.

Executing on behalf of the parties by their managing general partner or their manager, as the case may be, pursuant to the authorization of the owners of the parties on the date first above written.

BAYROCK 912 GERVAIS EXCHANGE, LLC,
a Florida limited liability company

By: Matthew Bogdovitz
MATTHEW BOGDOVITZ
As Its Authorized Representative

BAYROCK INVESTMENT CO.,
a North Carolina general partnership

BAYROCK INVESTMENT CO., LLC,
a Nevada limited liability company,
as managing general partner

By: Matthew Bogdovitz
MATTHEW BOGDOVITZ
As Its Authorized Representative