

12/28/22, 12:53 PM

Division of Corporations

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H22000435092 3)))



H220004350923ABC.

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:  
Division of Corporations  
Fax Number : (850)617-6380

From:  
Account Name : WARD, DAMON & POSNER, P.A.  
Account Number : 072262000447  
Phone : (561)842-3000  
Fax Number : (561)842-3626

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: VERANCO@WARDAMON.COM

**MERGER OR SHARE EXCHANGE  
LANDSCAPE MANAGEMENT HOLDING LLC**

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
| Page Count            | 14      |
| Estimated Charge      | \$50.00 |

Electronic Filing Menu

Corporate Filing Menu

Help

*[Handwritten signature]*  
*eff.*  
*12-31-22*

((H22000435092 3)))

**ARTICLES OF MERGER**

(Pursuant to Section 605.1025 of  
Florida Revised Limited Liability Company Act)

48-162435

**THE GREENSHAPE HOLDING LLC**, a Florida limited liability company, hereinafter referred to as the "Absorbed Company," and **LANDSCAPE MANAGEMENT HOLDING LLC**, a Florida limited liability company, hereinafter called the "Surviving Company," have entered into an Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A, and hereby file these Articles of Merger and state:

1. The Greenshape Holding LLC, (the entity which is not the surviving entity), is a limited liability company governed by the laws of Florida, duly formed in Florida on July 5, 2018.

2. The Surviving Company, Landscape Management Holding LLC, is a limited liability company governed by the laws of Florida, duly formed in Florida on January 26, 2015.

3. The Plan of Merger was approved by the sole member of the Surviving Company in accordance with the provisions of ss. 605.1021-605.1026 of Florida Statutes on December 26, 2022, which number of members was sufficient to approve the Plan of Merger under the provisions of Chapter 605, Florida Statutes.

4. The Plan of Merger was approved by members representing a majority of the membership interests of Absorbed Company in accordance with the provisions of ss. 605.1021-605.1026 of Florida Statutes on December 26, 2022, which number of members was sufficient to approve the Plan of Merger under the provisions of Chapter 605, Florida Statutes.

5. The name of Surviving Company shall be: **LANDSCAPE MANAGEMENT HOLDING LLC**.

((H22000435092 3)))

((H22000435092 3)))

6. The Surviving Company has agreed to pay to any members with appraisal rights the amount to which such members are entitled under the provisions of ss. 605.1006 and 605.1061 – 605.1072.

7. The Effective Date of the merger is December 31, 2022.

[Signature page follows.]

2022 DEC 28 PM 12:45

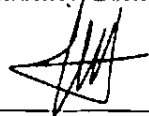
ED

((H22000435092 3)))

((H22000435092 3)))

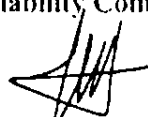
**ABSORBED COMPANY:**

**THE GREENSHAPE HOLDING LLC.**  
a Florida limited liability Company

By:   
Alfonso Machado, Manager

**SURIVING COMPANY:**

**LANDSCAPE MANAGEMENT HOLDING LLC.**  
a Florida Limited Liability Company

By:   
Alfonso Machado, Manager

2022 DEC 28 PM 12:45

FILED

((H22000435092 3)))

((H22000435092 3)))

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

Plan of Merger dated this 26<sup>th</sup> day of December 2022, between LANDSCAPE MANAGEMENT HOLDING LLC, a Florida limited liability company, hereinafter referred to the "Surviving Company," and THE GREENSHAPE HOLDING LLC, a Florida limited liability company, hereinafter referred to as the "Absorbed Company."

**RECITALS**

A. Absorbed Company is a limited liability company organized under the laws of the State of Florida; and

B. Surviving Company is a limited liability company organized under the laws of the State of Florida; and

C. The member holding a majority of the voting Membership Interest of Absorbed Company is NDS CAPITAL LLC ("NDS Capital" or "Majority Member").

D. Members holding minority interests in Absorbed Company ("Minority Members") and their respective Membership Interests are:

|   |       |
|---|-------|
| i. Empire Landscape and Maintenance, Inc. | 8.01% |
| ii. Lawnworks and Landscaping Inc.        | 4.85% |
| iii. Luis Salgues Lawn Maintenance Inc.   | 2.25% |
| iv. Southern Express Services, Inc.       | 0.45% |

E. The Manager and Majority Member of Absorbed Company believe that it is desirable and in the best business interest of Absorbed Company to merge with Surviving Company pursuant to the provisions of Sections 605.1021, et seq., Florida Statutes; and

F. The Manager and Member of Surviving Company deem it desirable and in the best business interests of Surviving Company and its Member that Absorbed Company be merged with

((H22000435092 3)))

2022 DEC 28 PM 12:45

11-11-2022

((H22000435092 3)))

and into the Surviving Company pursuant to the provisions of Sections 605.1021, et seq., Florida Statutes.

G. As a result of the Merger and in accordance with the terms of this Agreement, Absorbed Company will cease to have a separate existence; Surviving Company will exchange all of the Membership Interests held by NDS Capital for equivalent Membership Interests of Surviving Company; and all Membership Interests of the Minority Members will be surrendered to Surviving Company in exchange for the Fair Value of their membership units as defined in Section 605.1061(5), Florida Statutes.

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

Section One. Merger. Absorbed Company shall merge with and into Surviving Company whereby Surviving Company shall be the sole and only remaining business organization.

Section Two. Terms and Conditions. On the Effective Date of the merger, as hereinafter defined, the separate existence of the Absorbed Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, and franchises, and all the property of the Absorbed Company, including, without limitation, real, personal, and mixed property of the Absorbed Company, without the necessity for any separate transfer, all of which shall be governed by Florida law. The Surviving Company shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Company, and neither the rights of creditors nor any liens on the property of the Absorbed Company shall be impaired by the merger hereof.

Section Three. Conversion of Membership Interests. On the Effective Date of the merger, all Membership Interests of Absorbed Company shall be surrendered to Surviving Company and the manner and basis of the converting of the Membership Interests of the Absorbed Company shall be

((H22000435092 3)))

as follows:

(a) The Membership Interests of the Absorbed Company held on the Effective Date of the merger in the name of NDS Capital shall be converted to Membership Interests of the Surviving Company.

(b) Each Minority Member of Absorbed Company shall be notified of their appraisal rights and offered payment of the fair value of their respective Membership Interests in Absorbed Company as of the Effective Date of the merger.

(c) Fair Value has been determined by the Surviving Company and its accountant based on the financial statements of the Absorbed Company, copies of which shall be provided to each of the Minority Members. An Appraisal Notice and Form shall be issued to each of the Minority Members no later than ten (10) days after the Effective Date of the merger.

(d) After the Effective Date of the merger, the Majority Member shall surrender Certificates for Membership Interest of the Absorbed Company or otherwise assign such interest to the Surviving Company or its duly appointed agent, in such manner as the Surviving Company shall legally require, after which and upon such receipt, the Surviving Company shall issue in exchange therefore Membership Interests of Surviving Company to which the Majority Member is entitled as provided hereinabove.

(e) As of the Effective Date of the merger, the Minority Members' Membership Interests shall be cancelled.

(f) All payments made upon the surrender of Membership Interests pursuant to this

((H22000435092 3)))

Section Three shall be deemed to have been made in full satisfaction of all rights pertaining to the Membership Interests.

Section Four. Articles of Organization of Surviving Company. The Articles of Organization of the Surviving Company shall continue to be the Articles of Organization following the Effective Date of the merger.

Section Five. Operating Agreement. The Operating Agreement of the Surviving Company shall continue to be the Operating Agreement of the Surviving Company following the Effective Date of the merger.

Section Six. Officers and Managers. The managers and officers of the Surviving Company, on the Effective Date of the merger shall continue as the managers and officers of the Surviving Company for the full unexpired terms of their offices and until their successors have been elected, appointed and qualified.

Section Seven. Name of Surviving Company. The name of the Surviving Company shall remain Landscape Management Holding LLC.

Section Eight. Prohibited Transactions. Neither the Absorbed Company nor the Surviving Company 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 Company and Surviving Company may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section Nine. Property. At and after the Effective Date, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits owned by Absorbed Company as of the Effective Date, or which would otherwise inure to Absorbed Company, shall immediately, by operation of law and without any conveyance or transfer

((H22000435092 3)))

2022 DEC 28 PM 12:15

FILED

((H22000435092 3)))

and without any further act or deed, be vested in and become the property of the Surviving Company, which shall have, hold and enjoy the same in its own right as fully and to the same extent as the same were possessed, held and enjoyed by Absorbed Company before the Effective Date. The Surviving Company shall be deemed to be and shall be a continuation of the entity and identity of Absorbed Company. All of the rights and obligations of Absorbed Company shall not revert or in any way be impaired by reason of the Merger. Any claim existing, or action or proceeding pending, by or against Absorbed Company, may be prosecuted to judgment with right of appeal as if the Merger had not taken place or the Surviving Company may be substituted in its place.

Section Ten. Representations and Warranties of Absorbed Company. Absorbed Company represents and warrants to Surviving Company that each of the following is true and accurate in material respects:

(a) Absorbed Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of Absorbed Company's voting members, (i) Absorbed Company has all of the requisite power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Absorbed Company; and (iii) this Agreement is the valid and binding agreement of Absorbed Company, enforceable against Absorbed Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing

((H22000435092 3)))

((H22000435092 3)))

specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

(c) The Articles of Organization and Operating Agreement of Absorbed Company and/or Florida Law requires the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the affirmative vote of the holders of a majority of the outstanding voting membership interests of Absorbed Company. No other law or regulation requires any other vote of the holders of Absorbed Company interest in respect of this Agreement or the transactions contemplated hereby.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Absorbed Company Members), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization or Operating Agreement of Absorbed Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Absorbed Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Absorbed Company or give rise to any meritorious cause of action against Absorbed

FILED

2022 DEC 28 PM 12:45

((H22000435092 3)))

((H22000435092 3)))

Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

(c) Since December 1<sup>st</sup> 2022, Absorbed Company has conducted its businesses only in the ordinary and usual course, there have been no material adverse changes in the financial condition, assets, liabilities, obligations, properties, business or prospects of Absorbed Company and, except as set forth in any of the Absorbed Company Financials, Absorbed Company has not:

- i. Authorized the creation or issuance of, issued, sold or disposed of, or created any obligation to issue, sell or dispose of, any securities or any obligation convertible into or exchangeable for, any Membership Interest in the Absorbed Company;
- ii. Declared, set aside, paid or made any dividend or other distributions on Membership Interest Units or directly or indirectly redeemed, purchased or acquired any Membership Interest or entered into any agreement in respect of the foregoing;
- iii. Effected any split, recapitalization, combination, exchange of membership interests, readjustment or other reclassification;
- iv. Amended its Articles of Organization or Operating Agreement;
- v. Purchased, sold, assigned or transferred any material tangible asset or any material patent, trademark, trade name, copyright, license, franchise, design or other intangible asset or property;
- vi. Mortgaged, pledged or granted or suffered to exist any lien or other encumbrance or charge on any assets or properties, tangible or intangible, except for liens for taxes not yet due and payable and such other liens, encumbrances or charges which do not materially adversely affect its financial

2022 DEC 28 PM 12:45

12-28-22

((I122000435092 3)))

((H22000435092 3)))

position;

- vii. Waived any rights of material value or cancelled any material debts or claims;
- viii. Incurred any material obligation or liability (absolute or contingent), including, without limitation, any tax liability, or paid any material liability or obligation (absolute or contingent) other than liabilities and obligations incurred in the ordinary course of business;
- ix. Incurred any damage, destruction or similar loss, not covered by insurance, materially affecting its businesses or properties;
- x. Acquired any equity interest in any limited liability company, corporation, partnership, trust, joint venture or other entity; and
- xi. Made any (i) material investment (except investments made in the ordinary course of business) or (ii) material capital expenditure or commitment for any material addition to property, plant or equipment.

Section Eleven. Representations and Warranties of Surviving Company. Surviving Company represents and warrants to Absorbing Company that each of the following is true and accurate in all material respects and that the Surviving Company has the power and authority to conduct its business and operations as presently conducted;

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the

((H22000435092 3)))

of Organization or Operating Agreement of Surviving Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Surviving Company is a party or by which Surviving Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Surviving Company is a party or by which Surviving Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Surviving Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Surviving Company or give rise to any meritorious cause of action against Surviving Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Twelve. Approval of Members. This Plan of Merger shall be required to be approved by the Majority Member of the Absorbed Company and by a majority of the Members of the Surviving Company in the manner provided by the applicable laws of the State of Florida and their respective operating agreements.

Section Thirteen. Further Assurance of Title. Pursuant to this Agreement and Plan of Merger, and subject to the approval of the Majority Member, the Absorbed Company agrees by merger that all of its rights, title and interest in and to all of the assets of the Absorbed Company shall be transferred to the Surviving Company. If at any time the Surviving Company shall consider or be advised that any acknowledgement or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Company any right, title or

((H22000435092 3)))

((H22000435092 3)))

interest of the Absorbed Company held immediately prior to the Effective Date of the merger, the Absorbed Company and its proper officers and managers shall and will execute and deliver all such acknowledgements or assurances in law and all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Company that shall be necessary to carry out the purposes of this Plan of Merger, and the Surviving Company or the proper officers and managers thereof are fully authorized to take any and all such action in the name of the Absorbed Company or otherwise.

Section Fourteen. Book Entries. As of the Effective Date entries shall be made upon the books of the Surviving Company in accordance with the following: The assets and liabilities of the Absorbed Company shall be recorded at the amounts at which they are carried on the books of the Absorbed Company immediately prior to the Effective Date with appropriate adjustments to reflect the cancellation of the membership interests presently issued and outstanding.

Section Fifteen. Effective Date of Merger. The Effective Date of the merger shall December 31, 2022.

Section Sixteen. Closing Matters. The obligations of Absorbed Company and Surviving Company shall be subject to the approval of this Agreement and Plan of Merger by Members holding not less than a majority of the Membership Interests of Absorbed Company and the affirmative vote of Members holding not less than a majority of the Membership Interests of Surviving Company.

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

[SIGNATURE PAGE TO FOLLOW]

((H22000435092 3)))

**[SIGNATURE PAGE TO LANDSCAPE MANAGEMENT HOLDING LLC PLAN OF MERGER]**

Executed on behalf of the parties by their Managers pursuant to the authorization of their respective members, managers, and officers on the date first above written.

**ABSORBED COMPANY:**

**THE GREENSHADE HOLDING LLC,  
a Florida Limited Liability Company**

By: \_\_\_\_\_

Alfonso Machado, Manager

2022 DEC 28 PM 12:45

FILED

**SURVIVING COMPANY:**

**LANDSCAPE MANAGEMENT HOLDING LLC,  
a Florida Limited Liability Company**

By: \_\_\_\_\_

Alfonso Machado, Manager

((H22000435092 3)))