

L15000080274

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(Address)

(City/State/Zip/Phone #)

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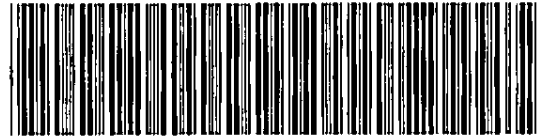
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JUN 1 2021
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JUN 1 2021



JAMES P. PANICO
E-MAIL ADDRESS
jpanico@mateerharbert.com

DIRECT LINE
(407) 377-6176

28
April 8, 2021

Hand Delivered by FedEx

2661 Executive Center Circle
Tallahassee, FL 32301

**Re: Articles of Merger and Plan of Merger for
T.C Two-Colonial, LLC and TC Holdings-East Colonial, LLC.**

Dear Division of Corporations:

Enclosed for filing are the Articles of Merger and Plan of Merger merging TC Holdings-East Colonial, LLC. into T.C Two-Colonial, LLC. Please take note that this merger is intended to have an effective date of March 1, 2021.

If you have any questions please call or email me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'James P. Panico', written over a horizontal line.

James P. Panico

JPP

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: T.C TWO-COLONIAL, 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 Panico

Contact Person

Mateer & Harbert, P.A.

Firm/Company

225 E. Robinson St., Suite 600

Address

Orlando, FL 32801

City, State and Zip Code

jpanico@mateerharbert.com

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

For further information concerning this matter, please call:

James Panico at (407) 425-9044

Name of Contact Person

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

ARTICLES OF MERGER
OF
T.C TWO-COLONIAL, LLC
(A Florida Limited Liability Company. Document Number: L15000080274)
AND
TC HOLDINGS-EAST COLONIAL, LLC
(A Florida Limited Liability Company. Document Number: L10000132038)

In accordance with the Florida Revised Limited Liability Company Act, pursuant to §605.1025, Florida Statutes, T.C TWO-COLONIAL, LLC, a Florida limited liability company (the "Surviving Company") with its principal address at 468 W. HWY 436, Altamonte Springs, FL 32751, and TC HOLDINGS-EAST COLONIAL, LLC, a Florida limited liability company (the "Merged Company") with its principal address at 1615 E. Colonial Dr., Orlando, FL 32803 hereby adopt the following Articles of Merger for the purpose of merging the Merged Company into the Surviving Company.

ARTICLE I

TC HOLDINGS-EAST COLONIAL, LLC shall be merged with and into T.C TWO-COLONIAL, LLC, and the separate existence of TC HOLDINGS-EAST COLONIAL, LLC shall cease. T.C TWO-COLONIAL, LLC shall survive the Merger and shall continue to be governed by the laws of the State of Florida.

ARTICLE II

The Plan of Merger attached as Exhibit A was adopted, in accordance with §§605.1021-1026 of the Florida Revised Limited Liability Company Act, by the sole member of the Merged Company and Surviving Company on April 16, 2021.

FILED
APR 16 2021
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF SEMINOLE, FLORIDA

ARTICLE IV

The Surviving Company agrees to pay to any member with appraisal rights the amount to which such shareholder is entitled as determined under §605.1006 and §§605.1061-1072, Florida Statutes. For the avoidance of doubt, the sole member of the Merged Entity has waived its appraisal rights.

ARTICLE V

The Operating Agreement of the Surviving Company as in effect prior to the merger shall continue in effect to govern the Surviving Company after the merger. The Surviving Company's principal place of business is 468 W. HWY 436, Altamonte Springs, FL 32751. A copy of the Articles of Organization are maintained in the company offices of the Surviving Company.

ARTICLE VI

The date and time when the Merger shall become effective is May 1, 2021 at 11:59 P.M. (the "Effective Date").

IN WITNESS WHEREOF, the undersigned sign these Articles of Merger as of this 16 day of April, 2021.

T.C TWO-COLONIAL, LLC
A Florida Limited Liability Company

By: Huu Chau Nguyen
Print: Huu Chau Nguyen
Title: Manager

TC HOLDINGS-EAST COLONIAL, LLC
A Florida Limited Liability Company

By: Huu Chau Nguyen
Print: Huu Chau Nguyen
Title: Manager

EXHIBIT A
PLAN OF MERGER
OF
T.C TWO-COLONIAL, LLC
(A Florida Limited Liability Company)
AND
TC HOLDINGS-EAST COLONIAL, LLC
(A Florida Limited Liability Company)

This Plan of Merger dated as of April 16, 2021 (the "Agreement") is entered into by T.C Two-Colonial, LLC, a Florida limited liability company ("TWO-COLONIAL") and TC Holdings-East Colonial, LLC, a Florida limited liability company ("HOLDINGS-EAST COLONIAL"). TWO-COLONIAL and HOLDINGS-EAST COLONIAL may collectively be referred to herein as the "Constituent Companies."

Recitals

1. TWO-COLONIAL is a Florida limited liability company duly organized and existing under the laws of the State of Florida.
2. HOLDINGS-EAST COLONIAL is a Florida limited liability company duly organized and existing under the laws of the State of Florida.
3. Chau Huu Nguyen Revocable Trust dated July 9, 1996, as amended or supplemented (the "Trust") is the sole member of HOLDINGS-EAST COLONIAL and TWO-COLONIAL.
4. TWO-COLONIAL and HOLDINGS-EAST COLONIAL have determined it is desirable and in the best interest of the Constituent Companies that HOLDINGS-EAST COLONIAL be merged into TWO-COLONIAL, with TWO-COLONIAL being the Surviving Company.
5. TWO-COLONIAL has approved this Agreement in accordance with and pursuant to §605.1022, Florida Statutes.
6. HOLDINGS-EAST COLONIAL has approved this Agreement in accordance with and pursuant to §605.1022, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, TWO-COLONIAL and HOLDINGS-EAST COLONIAL hereby agree, and, subject to the terms and conditions hereinafter set forth, pursuant to §605.1022 and §605.1025 Florida Statutes, as follows:

ARTICLE I
DESIGNATION OF SURVIVING COMPANY

In accordance with the provisions of this Agreement, and the Florida Revised Limited Liability Company Act (the "Act"), HOLDINGS-EAST COLONIAL shall be merged with and

into TWO-COLONIAL (the "Merger"), the separate existence of HOLDINGS-EAST COLONIAL shall cease and TWO-COLONIAL shall survive the Merger and shall continue to be governed by the laws of the State of Florida. TWO-COLONIAL shall be, and is herein sometimes referred to as, the "Surviving Company."

ARTICLE II

PRINCIPAL OFFICE

The principal office of TWO-COLONIAL shall remain the principal office of the Surviving Company following the Merger.

ARTICLE III

TERMS AND CONDITIONS OF MERGER

The Merger will be consummated upon (a) this Agreement having been approved by the Trustee of the Trust for TWO-COLONIAL and HOLDINGS-EAST COLONIAL and (b) Articles of Merger of the Constituent Companies having been filed in accordance with Florida Law. The Merger will be consummated in accordance with the terms set forth in this Agreement.

ARTICLE IV

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

1. Articles of Organization and Operating Agreement. Upon the effectiveness of the Merger, the Articles of Organization and Operating Agreement of TWO-COLONIAL as in effect immediately prior to the effective date of the Merger shall continue in full force and effect as the Articles of Organization and Operating Agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2. Managers. The following manager of TWO-COLONIAL immediately prior to the effective date of the Merger shall be the manager of the Surviving Company:

Chau Huu Nguyen

He shall continue to serve until his successor shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Organization, or the Operating Agreement of the Surviving Company.

ARTICLE V

CONVERSION OF INTERESTS & EFFECT OF MERGER

1. HOLDINGS-EAST COLONIAL Shares. Upon the Effective Date of the Merger, the shares/membership interests of HOLDINGS-EAST COLONIAL, by virtue of the Merger and without any action by the Constituent Companies, shall cease to exist.

2. TWO-COLONIAL Shares. Upon the Effective Date of the Merger, by virtue of the Merger and without any action by the Constituent Companies, the Trust shall continue to own all shares/membership interests of the Surviving Company.

3. Appraisal Rights. Members of HOLDINGS-EAST COLONIAL who would be entitled to vote and dissent from the merger pursuant to §605.1006, Florida Statutes, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares.

4. Waiver. The Trust being the sole member of HOLDINGS-EAST COLONIAL, does hereby waive any appraisal rights it may have regarding the Merger and further waives notice of the Plan of Merger and the written mailing requirement as contained within §§605.1022-1026, Florida Statutes.

5. Effect of Merger. Upon the effective date of the Merger, the following shall or shall be deemed to have occurred:

- a. Impact of Merger. (a) the title to all real estate and other property, or any interest therein, owned by HOLDINGS-EAST COLONIAL is vested in the Surviving Company without reversion or impairment; (b) the Surviving Company shall thereafter be responsible and liable for all the liabilities and obligations of HOLDINGS-EAST COLONIAL; (c) any claim existing or action or proceeding pending by or against HOLDINGS-EAST COLONIAL may be continued as if the Merger did not occur and the Surviving Company may be substituted in the proceeding for HOLDINGS-EAST COLONIAL; and (d) neither the rights of creditors nor any liens upon the property of HOLDINGS-EAST COLONIAL shall be impaired by the Merger.
- b. Classification of Surviving Company. For Federal income tax purposes, the Surviving Company shall continue to be taxed in the manner in effect immediately prior to the effective date of the Merger.
- c. Continuation of Business. The Surviving Company shall continue the business of HOLDINGS-EAST COLONIAL and the Surviving Company.
- d. Taxable Year. The taxable year of HOLDINGS-EAST COLONIAL shall be closed as a result of the Merger.
- e. EIN. The EIN of TWO-COLONIAL shall continue to be the EIN of the Surviving Company.

ARTICLE VI **APPROVAL OF MEMBER AND EFFECTIVE DATE**

The Merger shall take place when (a) this Plan of Merger shall have been adopted and approved by the Trust, being the sole member of TWO-COLONIAL and HOLDINGS-EAST COLONIAL, in accordance with the requirements of the Florida Revised Limited Liability Company Act and (b) an executed Articles of Merger have been filed with the Secretary of State of the State of Florida. The date and time when the Merger shall become effective _____, 2020 at 11:59 P.M. (the "Effective Date").

ARTICLE VII
ABANDONMENT OF PLAN OF MERGER

At any time before the filing of this Agreement with the Secretary of the State of the State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever, notwithstanding the approval of this Agreement by the members.

ARTICLE X
GENERAL

1. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Company.

2. Governing Law. This Agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the State of Florida.

3. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Plan of Merger, having been adopted by the member of TWO-COLONIAL and HOLDINGS-EAST COLONIAL, in accordance with and pursuant to §605.1023, Florida Statutes, is hereby executed on behalf of each of such entity.

T.C TWO-COLONIAL, LLC
A Florida Limited Liability Company

By: _____

Print: _____

Title: _____

TC HOLDINGS-EAST COLONIAL, LLC
A Florida Limited Liability Company

By: _____

Print: _____

Title: _____

**PLAN OF MERGER
OF
T.C TWO-COLONIAL, LLC
(A Florida Limited Liability Company)
AND
TC HOLDINGS-EAST COLONIAL, LLC
(A Florida Limited Liability Company)**

This Plan of Merger dated as of April 16, 2021 (the "Agreement") is entered into by T.C Two-Colonial, LLC, a Florida limited liability company ("TWO-COLONIAL") and TC Holdings-East Colonial, LLC, a Florida limited liability company ("HOLDINGS-EAST COLONIAL"). TWO-COLONIAL and HOLDINGS-EAST COLONIAL may collectively be referred to herein as the "Constituent Companies."

Recitals

1. TWO-COLONIAL is a Florida limited liability company duly organized and existing under the laws of the State of Florida.
2. HOLDINGS-EAST COLONIAL is a Florida limited liability company duly organized and existing under the laws of the State of Florida.
3. Chau Huu Nguyen Revocable Trust dated July 9, 1996, as amended or supplemented (the "Trust") is the sole member of HOLDINGS-EAST COLONIAL and TWO-COLONIAL.
4. TWO-COLONIAL and HOLDINGS-EAST COLONIAL have determined it is desirable and in the best interest of the Constituent Companies that HOLDINGS-EAST COLONIAL be merged into TWO-COLONIAL with TWO-COLONIAL being the Surviving Company.
5. TWO-COLONIAL has approved this Agreement in accordance with and pursuant to §605.1022, Florida Statutes.
6. HOLDINGS-EAST COLONIAL has approved this Agreement in accordance with and pursuant to §605.1022, Florida Statutes

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, TWO-COLONIAL and HOLDINGS-EAST COLONIAL hereby agree, and, subject to the terms and conditions hereinafter set forth, pursuant to §605.1022 and §605.1025 Florida Statutes, as follows:

**ARTICLE I
DESIGNATION OF SURVIVING COMPANY**

In accordance with the provisions of this Agreement, and the Florida Revised Limited Liability Company Act (the "Act"), HOLDINGS-EAST COLONIAL shall be merged with and into TWO-COLONIAL (the "Merger"), the separate existence of HOLDINGS-EAST COLONIAL shall cease and TWO-COLONIAL shall survive the Merger and shall continue to be governed by the laws of the State of Florida. TWO-COLONIAL shall be, and is herein sometimes referred to as, the "Surviving Company."

ARTICLE II
PRINCIPAL OFFICE

The principal office of TWO-COLONIAL shall remain the principal office of the Surviving Company following the Merger.

ARTICLE III
TERMS AND CONDITIONS OF MERGER

The Merger will be consummated upon (a) this Agreement having been approved by the Trustee of the Trust for TWO-COLONIAL and HOLDINGS-EAST COLONIAL and (b) Articles of Merger of the Constituent Companies having been filed in accordance with Florida Law. The Merger will be consummated in accordance with the terms set forth in this Agreement.

ARTICLE IV
CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

1. Articles of Organization and Operating Agreement. Upon the effectiveness of the Merger, the Articles of Organization and Operating Agreement of TWO-COLONIAL as in effect immediately prior to the effective date of the Merger shall continue in full force and effect as the Articles of Organization and Operating Agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2. Managers. The following manager of TWO-COLONIAL immediately prior to the effective date of the Merger shall be the manager of the Surviving Company:

Huu Chau Nguyen

He shall continue to serve until his successor shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Organization, or the Operating Agreement of the Surviving Company.

ARTICLE V
CONVERSION OF INTERESTS & EFFECT OF MERGER

1. HOLDINGS-EAST COLONIAL Shares. Upon the Effective Date of the Merger, the shares of HOLDINGS-EAST COLONIAL, by virtue of the Merger and without any action by the Constituent Companies, shall cease to exist.

2. TWO-COLONIAL Shares. Upon the Effective Date of the Merger, by virtue of the Merger and without any action by the Constituent Companies, the Trust shall continue to own all shares of the Surviving Company.

3. Appraisal Rights. Members of HOLDINGS-EAST COLONIAL who would be entitled to vote and dissent from the merger pursuant to §605.1006, Florida Statutes, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares.

4. Waiver. The Trust being the sole member of HOLDINGS-EAST COLONIAL, does hereby waive any appraisal rights it may have regarding the Merger and further waives notice of the Plan

of Merger and the written mailing requirement as contained within §§605.1022-1026, Florida Statutes.

5. Effect of Merger. Upon the effective date of the Merger, the following shall or shall be deemed to have occurred:

- a. Impact of Merger. (a) the title to all real estate and other property, or any interest therein, owned by HOLDINGS-EAST COLONIAL is vested in the Surviving Company without reversion or impairment; (b) the Surviving Company shall thereafter be responsible and liable for all the liabilities and obligations of HOLDINGS-EAST COLONIAL; (c) any claim existing or action or proceeding pending by or against HOLDINGS-EAST COLONIAL may be continued as if the Merger did not occur and the Surviving Company may be substituted in the proceeding for HOLDINGS-EAST COLONIAL; and (d) neither the rights of creditors nor any liens upon the property of HOLDINGS-EAST COLONIAL shall be impaired by the Merger.
- b. Classification of Surviving Company. For Federal income tax purposes, the Surviving Company shall continue to be taxed in the manner in effect immediately prior to the effective date of the Merger.
- c. Continuation of Business. The Surviving Company shall continue the business of HOLDINGS-EAST COLONIAL and the Surviving Company.
- d. Taxable Year. The taxable year of HOLDINGS-EAST COLONIAL shall be closed as a result of the Merger.
- e. EIN. The EIN of TWO-COLONIAL shall continue to be the EIN of the Surviving Company.

ARTICLE VI **APPROVAL OF MEMBER AND EFFECTIVE DATE**

The Merger shall take place when (a) this Plan of Merger shall have been adopted and approved by the Trust, being the sole member of TWO-COLONIAL and HOLDINGS-EAST COLONIAL, in accordance with the requirements of the Florida Revised Limited Liability Company Act and (b) an executed Articles of Merger have been filed with the Secretary of State of the State of Florida. The date and time when the Merger shall become effective May 1, 2021 at 11:59 P.M., and if no date is stated, upon filing with the Department of State, State of Florida (the "Effective Date").

ARTICLE VII **ABANDONMENT OF PLAN OF MERGER**

At any time before the filing of this Agreement with the Secretary of the State of the State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever, notwithstanding the approval of this Agreement by the members.

ARTICLE X
GENERAL

1. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Company.

2. Governing Law. This Agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the State of Florida.

3. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Plan of Merger, having been adopted by the member of TWO-COLONIAL and HOLDINGS-EAST COLONIAL, in accordance with and pursuant to §605.1023, Florida Statutes, is hereby executed on behalf of each of such entity.

T.C TWO-COLONIAL, LLC
A Florida Limited Liability Company

By: Hue Chae Ng
Print: Hue Chae Ng
Title: Manager

TC HOLDINGS-EAST COLONIAL, LLC
A Florida Limited Liability Company

By: Hue Chae Ng
Print: Hue Chae Ng
Title: Manager