

11/2/2018

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.

(((H18000316960 3)))



H180003169603ABC1

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 : KATZ BASKIES LLC
Account Number : I20080000071
Phone : (561)910-5700
Fax Number : (561)910-5701

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

Email Address: thomas.katz@katzbaskies.com

MERGER OR SHARE EXCHANGE
NRNS Acquisition Percy Oaks LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$50.00

RECEIVED

2018 NOV -2 PM 1:56

SECRETARY OF STATE
TALLAHASSEE, FLSECRETARY OF STATE
TALLAHASSEE, FL

2018 NOV -2 AM 10:10

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

C. GOLDEN

NOV - 5 2018

H18000316960 3

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: NRNS Acquisition Percy Oaks 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:

Thomas O. Katz

Contact Person

Katz Baskies & Wolf PLLC

Firm/Company

3020 North Military Trail Suite 275

Address

Boca Raton, FL 33431

City, State and Zip Code

thomas.katz@katzbaskies.com

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

For further information concerning this matter, please call:

Thomas O. Katz

at (561) 910-5700

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

CR2E080 (2/14)

H18000316960 3

FILED
H18000316960

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

2018 NOV -2 AM 10: 10**SECRETARY OF STATE
TALLAHASSEE, FL**

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>
NRNS Exchange LLC	FLORIDA	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
NRNS Acquisition Percy Oaks LLC	FLORIDA	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).

H18000316960 3

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 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:
NRNS Exchange LLC		Howard S. Dvorkin
NRNS Acquisition Percy Oaks LLC		Howard S. Dvorkin

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

Fees: 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

H18000316960 3

H18000316960 3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is adopted as of the 11th day of October, 2018, by and between NRNS EXCHANGE LLC, a Florida limited liability company (the "Merged Entity") and NRNS ACQUISITION PERCY OAKS LLC, a Florida limited liability company (the "Surviving Entity").

RECITALS

The Members of the Merged Entity and the Members of the Surviving Entity have determined that it is advisable and in the best interests of the Merged Entity and the Surviving Entity that the Merged Entity be merged with and into the Surviving Entity on the terms and subject to the conditions set forth herein (the "Merger").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that the Merged Entity shall merge with and into the Surviving Entity on the following terms, conditions and other provisions:

ARTICLE I **THE MERGER**

1.01 At the "Effective Time" (as defined in Article V hereof), the Merged Entity shall be merged with and into the Surviving Entity in accordance with the Florida Limited Liability Company Act.

1.02 Effective as of the Effective Time, the separate existence of the Merged Entity shall cease and the Surviving Entity shall thereafter continue as the surviving limited liability company and will continue to be governed by the laws of the State of Florida.

ARTICLE II **THE SURVIVING ENTITY**

Effective as of the Effective Time, the Operating Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, shall remain the Operating Agreement of the Surviving Entity, until thereafter altered, amended or repealed.

ARTICLE III **MANNER AND BASIS OF CONVERTING** **MEMBER INTERESTS OF MERGED ENTITY**

Effective as of the Effective Time, the member interests in the Merged Entity shall be canceled and no longer be issued or outstanding, and the Members of the Surviving Entity shall continue to own their respective member interests.

H18000316960 3

ARTICLE IV **EFFECT OF MERGER**

Effective as of the Effective Time, all property, subsidiaries, rights, privileges, powers and franchises of the Merged Entity shall vest in the Surviving Entity, and all liabilities and obligations of the Merged Entity shall become liabilities and obligations of the Surviving Entity, including, the obligation and liability for the payment of all fees and franchise taxes, if any.

ARTICLE V **EFFECTIVE TIME**

As used in this Agreement, the term "Effective Time" shall mean the date and time of filing of the Articles of Merger with the Secretary of State of the State of Florida and the Certificate of Merger with the Secretary of the State of Florida with respect to the Merger.

ARTICLE VI **MISCELLANEOUS**

6.01 **Termination.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Managers of the Merged Entity or the Manager of the Surviving Entity, notwithstanding the approval of this Merger Agreement by the Members of the Merged Entity and the Members of the Surviving Entity.

6.02 **Amendment.** Prior to filing the Articles of Merger, this Agreement may be amended by the parties hereto, at any time before or after approval hereof by the Members of the Merged Entity and the Members of the Surviving Entity, but, after any such approval, no amendment shall be made without the further approval of such member that would (a) alter or change the amount or kind of shares, securities, interest, cash, property and/or rights to be received in exchange for or upon conversion of any Interests of Merged Entity; (b) alter or change any of the principal terms of this Merger Agreement if such alteration or change would adversely affect the holders of any Interests.

6.03 **Waiver.** At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligation or other acts of the other parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; or (c) waive any compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in writing signed on behalf of such party.

6.04 **Notices.** Any notice required or permitted to be delivered to any party under the provisions of this Agreement shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon telefax and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on the third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to each party at such address as on record.

6.05 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted

(00182348.DOC /)

H18000316960 3

H18000316960 3

assigns. The parties and their respective affiliates make no representations or warranties to each other, except as contained in this Agreement, and any and all prior representations and statements made by any party or its representative, whether verbally or in writing, are deemed to have been merged into this Agreement; it being intended that no such representations or statements shall survive the execution and delivery of this Merger Agreement.

6.06 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

6.07 Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument. Photocopied, facsimile or pdf copies may be relied upon as originals.

6.08 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

6.09 Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Florida applicable to contracts made to be performed entirely therein.

6.10 Successors and Assigns. This Agreement and any amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Members, their respective heirs, legal representatives, successors and assigns.

6.11 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

6.12 Headings. The headings of the various sections of this Agreement are intended solely for convenience of reference, and shall not be deemed or construed to explain, modify or place any construction upon the provisions hereof.

H18000316960 3

The parties have executed this Agreement and Plan of Merger on the date first above written.

MERGED ENTITY:

NRNS EXCHANGE LLC

By: _____

Howard S. Dvorkin, Manager

SURVIVING ENTITY:

NRNS ACQUISITION PERCY OAKS LLC

By: _____

Howard S. Dvorkin, Manager

H18000316960 3