

L15000200603

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PICK-UP WAIT MAIL

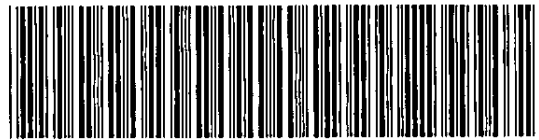
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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DATE: 12/22/15

NAME: ALJON I, LLC

TYPE OF FILING: MERGER

COST: 50.00

RETURN: PLAIN COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Attache

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15 DEC 22 PM 4:41**

**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>
ALJON I, LLC	Florida	LLC
ALJON, LLC	Connecticut	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>
ALJON I, 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).

FILED
15 DEC 22 PM 11:41
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE, FLORIDA

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

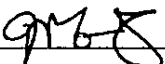
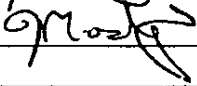
- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic 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: **January 1, 2016**

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:
ALJON I, LLC		Irvin M. Modlin (Authorized Pe
ALJON, LLC		Irvin M. Modlin (Authorized Pe
_____	_____	_____
_____	_____	_____

- | | |
|-----------------------------------|--|
| Corporations: | Chairman, Vice Chairman, President or Officer
<i>(If no directors selected, signature of incorporator.)</i> |
| 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

CERTIFICATE AND ARTICLES OF MERGER
OF
ALJON, LLC., A CONNECTICUT LIMITED LIABILITY COMPANY,
INTO
ALJON I, LLC., A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Connecticut Limited Liability Company Act and the Florida Revised Limited Liability Company Act, the undersigned hereby certifies:

1. The names of the parties to the Merger are ALJON, LLC., a Connecticut limited liability company having its principal place of business at 11 Tulip Tree LN, Woodbridge, Connecticut 06525 and ALJON I. LLC., a Florida limited liability company having its principal place of business at 32 City Hall Avenue, Torrington, Connecticut 06790.
2. The name of the company that will be the survivor of the Merger is ALJON I. LLC., a Florida limited liability company having its principal place of business at 32 City Hall Avenue, Torrington, Connecticut 06790.
3. The date on which the Merger is to be effective is January 1, 2016, notwithstanding the date of delivery of this Certificate and Articles of Merger to the Connecticut Secretary of State and Florida Department of State.
4. The Agreement and Plan of Merger was duly adopted and unanimously approved by the Board of Directors and Shareholders of both parties to the Merger on December 3, 2015 Said adoption and approval was in accordance with the provisions of Sections 34-193 to 34-195, inclusive, of the Limited Liability Company Act and Sections 605.1021 to 605.1026 of the Florida Revised Limited

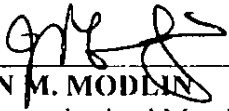
Liability Company Act and each party's respective Certificate of Incorporation. No approval by any separate voting group was required by either party to the Merger.

5. The Agreement and Plan of Merger and the performance of its terms and conditions were duly authorized by all actions required by the Connecticut Limited Liability Company Act and the Florida Revised Limited Liability Company Act and by each party's Articles of Organization. The Merger is permitted by both the provisions of the Connecticut Limited Liability Company Act and the Revised Florida Limited Liability Company Act and both parties to the Merger have complied with all applicable laws in effecting the Merger.
6. Additional information regarding the terms and conditions of the Merger are more fully set forth in the Agreement and Plan of Merger attached hereto as **Exhibit A**.

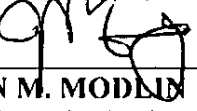
[SIGNATURE PAGE TO FOLLOW]

Under the penalty of false statement, the undersigned, **IRVIN M. MODLIN**, Member of ALJON, LLC., and ALJON I, LLC., having executed this Certificate and Articles of Merger, swears that the statements contained herein are true.

ALJON, LLC.
A CONNECTICUT COMPANY

By: 
IRVIN M. MODLIN
Its duly-authorized Member

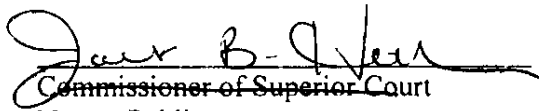
ALJON I, LLC
A FLORIDA Company

By: 
IRVIN M. MODLIN
Its duly-authorized Member

STATE OF CONNECTICUT)
) ss: New Haven
COUNTY OF NEW HAVEN)

December 3, 2015

Personally appeared **IRVIN M. MODLIN**, an authorized Member of **ALJON, LLC.**, a Connecticut Company, and as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as Member.


Commissioner of Superior Court
Notary Public
my commission expires 11/30/2016

STATE OF CONNECTICUT)
) ss: New Haven
COUNTY OF NEW HAVEN)

December 3, 2015

Personally appeared **IRVIN M. MODLIN**, an authorized Member of **ALJON I, LLC.**, a Florida Company, and as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as Member.

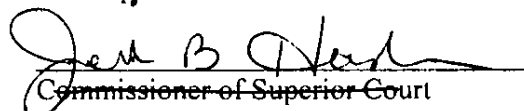

Commissioner of Superior Court
Notary Public
my commission expires 11/30/2016

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

ALJON, LLC., A CONNECTICUT LIMITED LIABILITY COMPANY

AND

ALJON I, LLC., A FLORIDA LIMITED LIABILITY COMPANY

DATE OF ADOPTION: December 3, 2015

WHEREAS, ALJON, LLC., a Connecticut limited liability company having its principal place of business at 11 Tulip Tree LN, Woodbridge, Connecticut 06525 (hereinafter referred to as "Connecticut Company"); and

WHEREAS, ALJON I. LLC., a Florida limited liability company having its principal place of business at 32 City Hall Avenue, Torrington, Connecticut 06790 (hereinafter referred to as either "Florida Company" or the "surviving company"); and

WHEREAS, the Board of Directors of both Connecticut Company and Florida Company, deem it advisable and in the best interests of the corporations and their respective Shareholders that Connecticut Company be merged into Florida Company pursuant to Sections 34-193 through 34-195 of the Connecticut Limited Liability Company Act and Sections 605.1021 through 605.1026 of the Florida Revised Limited Liability Company Act (hereinafter referred to as the "Merger"); and

WHEREAS, the respective Members of Connecticut Company and Florida Company have approved the Merger pursuant to the terms and conditions of this Agreement and Plan of Merger.

NOW THEREFORE, Connecticut Company and Florida Company hereby adopt the following Agreement and Plan of Merger:

1. **Ownership.** The respective designations and numbers of units of each Company:

<u>NAME OF COMPANY</u>	<u>DESIGNATION OF UNITS</u>	<u>NO. OF UNITS OUTSTANDING</u>
Connecticut Company	1,000	1,000
Florida Company	1,000	1,000

2. **Business Purpose.** For purposes of improved administration and economics of operations, as well as to promote the future growth of Connecticut Company and Florida Company, the Members of each company deem it advisable and in the best interests of each company and its respective Members to merge Connecticut Company into Florida Company.

3. **Effective Date.** This Agreement and Plan of Merger, being duly adopted and approved by both the Board of Directors and Shareholders of Connecticut Company and Florida Company, as described in Section 9 below, shall become effective on January 1, 2016 (the "Effective Date") notwithstanding the filing date of the Certificate and Articles of Merger with the Connecticut Secretary of State and Florida Department of State.

4. **Effects of Merger.** On the Effective Date: (1) the separate existence of Connecticut Company shall cease and Connecticut Company shall be merged into Florida Company, all in accordance with the provisions of this Plan and Agreement of Merger and the provisions of the Connecticut Limited Liability Company Act and the Florida Revised Limited Liability Company Act; (2) all the liabilities and obligations of the Connecticut Company shall be vested in and become the responsibility of Florida Company; (3) all property owned by and every contract right possessed by Connecticut Company shall be vested in Florida Company without reversion or impairment; (4) any claim existing or action

proceeding pending by or against either Florida Company or Connecticut Company may be continued as if the Merger did not occur or Florida Company may, but need not be, substituted in any pending proceeding for the name of Connecticut Company; (5) the Certificate of Incorporation of Florida Company shall be amended to the extent provided herein; (6) neither the rights of creditors nor any liens upon the property of either Connecticut Company or Florida Company shall be impaired by the Merger; (7) the units of interest of each company that are to be converted into units of interests, interests, obligations, rights to acquire units or other interest, cash or other property, or any combination thereof, shall be converted as provided herein, and the former Members are entitled only to the rights provided to them in this Agreement and Plan of Merger or to any rights they may have under Sections 34-193 to 34-195 of the Connecticut Limited Liability Company Act or Sections 605.1021 to 605.1026 of the Florida Revised Limited Liability Company Act; (8) any Member of either Connecticut Company or Florida Company that, prior to the Merger, was liable for the liabilities or obligations of such respective Company, shall not be released from such liabilities or obligations by reason of the Merger; and (9) Florida Company shall be deemed to (i) appoint the Connecticut Secretary of the State as its agent for service of process in a proceeding to enforce the rights of Members of Connecticut Company who exercise appraisal rights; and (ii) agree that it will promptly pay the amount, if any, to which such Shareholders are entitled under Sections 34-193 to 34-195 of the Connecticut Limited Liability Company Act.

5. **Articles of Organization.** On the Effective Date, the Articles of Organization of Florida Company, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Organization of the surviving company.

6. **Operating Agreement.** On the Effective Date, the Operating Agreement of Florida Company, as in effect immediately prior to the Effective Date, shall continue in full force in effect as the Operating Agreement of the surviving company.

7. **Members and Officers.** The Members and Officers of Florida Company immediately prior to the Effective Date shall be the Members and Officers of the surviving company, until their successors have been duly elected and qualified in accordance with the Articles of Organization or Operating Agreement of the surviving company, or until otherwise provided by law.

8. **Conversion Of Membership Interest.** The manner and basis of converting the issued and membership interest of Connecticut Company into membership interest of Florida Company are as follows:

Each membership interest of Connecticut Company outstanding at the Effective Date shall be converted into one membership interest of the surviving company without any action on the part of the Member thereof. After the Effective Date, each Member of an outstanding membership interest which, prior thereto, represented membership interest of Connecticut Company, shall be entitled upon surrender thereof to receive in exchange therefore a membership interest or membership interest representing the number of whole shares of the surviving company into or for which his or her membership interest have been converted or exchanged. Provided, however, that no fractional membership interest of the surviving company shall be issued pursuant to the Merger and the aggregate number of membership interest units of the surviving company to be issued pursuant to the Merger shall be determined by rounding any fractional membership interest to which any Member of Connecticut Company may otherwise be entitled to the nearest whole share. Until surrendered, each outstanding membership interest which, prior to the Effective Date represented

membership interest units of Connecticut Company for all purposes shall evidence the ownership of the membership interest of the surviving company into or for which such membership interest have been so converted or exchanged.

A. **Voting. Members.** As provided in Section 34-196 of the Connecticut Limited Liability Company Act

and Section 605.1023 of the Florida Revised Limited Liability Company Act, the Members of each company adopted this Agreement and Plan of Merger as follows:

<u>Corporation</u>	<u>Member Vote Required To Adopt Plan</u>	<u>Vote in Favor of Merger</u>
Connecticut Company	1	1
Florida Company	1	1

B. **Members.** This Agreement and Plan of Merger was duly approved by the affirmative vote of the holders of at least two-thirds (2/3) of the Members of the Connecticut Company pursuant to the provisions of the Connecticut Limited Liability Company Act and the Connecticut Company's Articles of Organization and Operating Agreement. This Agreement and Plan of Merger was further duly approved by the affirmative vote of the holders of a majority of the outstanding units of interest of the Florida Company pursuant to the provisions of the Florida Revised Limited Liability Company Act and the Florida Company's Articles of Organization and operating agreement. The respective shareholder vote was as follows:

<u>Corporation</u>	<u>Shareholder Vote Required To Adopt Plan</u>	<u>Number of Shares Entitled to Vote</u>	<u>Voting Power</u>	<u>Vote in Favor of Merger</u>
Connecticut Company	.667	1,000	1,000	1,000
Florida Company	.51	1,000	1,000	1,000

No units of interest of Connecticut Company or Florida Company were required to be voted as a class. The above-referenced actions were taken by each company pursuant to Joint Resolutions of Unanimous Written Consent of the Members, dated December 3, 2015.

10. **Tax Consequences.** For federal income tax purposes, the Merger is intended to constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. The parties to this Agreement and Plan of Merger hereby adopt this Agreement and Plan of Merger as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

11. **Inspection.** This Agreement and Plan of Merger, as approved by Connecticut Company and Florida Company, is on file at the offices of Florida Company.

12. **Copies.** Florida Company shall furnish a copy of the Agreement and Plan of Merger to any shareholder of Connecticut Company, or Florida Company, upon request and without cost to such Shareholder.

13. **Entire Agreement.** This Agreement and Plan of Merger constitutes the entire agreement between the parties with respect to the subject matter hereof, and no representation with reference thereto exist between the parties hereto with respect to the subject matter hereof, and no representations with reference thereto exist between the parties except as herein expressly set forth. This Agreement may not be amended or modified except in a writing signed by all the parties.

14. **Severability.** If any term, covenant, condition or provision hereof is illegal, or the application thereof to any person or entity or in any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, conditions or provisions to persons or entities or in circumstances other than those with respect to

which it is held invalid or unenforceable, should not be affected thereby, and each term, covenant and provision of this Agreement and Plan of Merger shall be valid and enforceable to the fullest extent permitted by law.

15. **No Assignment.** Neither this Agreement and Plan of Merger nor any right, title, interest or obligation hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party.

16. **Governing Law.** Except to the extent that the law of the State of Connecticut (including the provisions of the Connecticut Limited Liability Company Act) shall be mandatorily applicable to the Merger and the rights of the Shareholders of Connecticut Company, this Agreement and Plan of Merger shall be deemed to be made in and all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Florida without regard to conflict of law principles.