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FEB 17 2020

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 181356 7199649

AUTHORIZATION :

COST LIMIT : \$50.00

ORDER DATE : February 14, 2020

ORDER TIME : 12:38 PM

ORDER NO. : 181356-010

CUSTOMER NO: 7199649

ARTICLES OF MERGER

SUCRO FLORIDA LLC

INTO

SUCRO CAN INTERNATIONAL, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Sucro Can International, LLC

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Juan D. Olano, Esq.

Contact Person

Hunton Andrews Kurth LLP

Firm/Company

1111 Brickell Ave., Suite 2500

Address

Miami, Florida 33131

City, State and Zip Code

finance@sucro.us

Email address (to be used for future annual report notification)

For further information concerning this matter, please call:

Juan D. Olano, Esq.

Name of Contact Person

(305) 810 2527

Area Code and 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

FOR

FLORIDA LIMITED LIABILITY COMPANY

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company 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>
Sucro Florida LLC	Florida	Limited Liability Company
Sucro Can International, LLC	Delaware	Limited Liability Company

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>
Sucro Can International, LLC	Delaware	Limited Liability Company

THIRD: Each of the merger and the Agreement and Plan of Merger (attached hereto as Exhibit A) was approved by each domestic merging entity 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).

FOURTH: The surviving 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:

Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808

FIFTH: The surviving 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: The effective date of the merger shall be the date on which this Certificate of Merger is filed.

FILED
2020 FEB 11 AM 8:40
CLERK OF CIRCUIT COURT
JACKSONVILLE, FLORIDA

SEVENTH: Signatures for each party:

SUCRO FLORIDA LLC

By: Jonathan Taylor
Jonathan Taylor, Manager

SUCRO CAN INTERANTIONAL, LLC

By: Jonathan Taylor
Jonathan Taylor, Manager

EXHIBIT A

Agreement and Plan of Merger
of Sucro Florida LLC with and into Sucro Can International, LLC

[Attached.]

AGREEMENT AND PLAN OF MERGER

OF

SUCRO FLORIDA LLC

WITH AND INTO

SUCRO CAN INTERNATIONAL, LLC

Pursuant to this Agreement and Plan of Merger (this “**Agreement**”), Sucro Florida LLC (f/k/a Sucro Can International LLC), a Florida limited liability company (“**Sucro Florida**”), will be merged with and into Sucro Can International, LLC, a Delaware limited liability company (“**Sucro Can**”), with Sucro Can as the surviving entity.

WHEREAS, Sucro Florida is a limited liability company duly organized and existing under the laws of the state of Florida;

WHEREAS, Sucro Can is a limited liability company duly organized and existing under the laws of the state of Delaware;

WHEREAS, Sucro Can is the sole member of Sucro Florida;

WHEREAS, Sucro Holdings, LLC, a Florida limited liability company (“**Sucro Holdings**”), is the sole member of Sucro Can; and

WHEREAS, Sucro Can (as sole member of Sucro Florida) and Sucro Holdings (as sole member of Sucro Can) each deem it advisable and in the best interests of Sucro Florida and Sucro Can, respectively, that Sucro Florida be merged with and into Sucro Can, with Sucro Can as the surviving entity, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the terms of this Agreement, and intending to be legally bound hereby, Sucro Florida and Sucro Can hereby agree as follows:

ARTICLE I

DEFINITIONS

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

1.01. “Certificate of Merger” shall mean the Certificate of Merger to be executed by Sucro Can and filed with the office of the Delaware Secretary of State as contemplated by Section 2.02 of this Agreement.

1.02. “DLLCA” shall mean the Delaware Limited Liability Company Act as in effect at the Effective Time (as defined herein).

1.03. **"FLLCA"** shall mean the Florida Revised Limited Liability Company Act as in effect at the Effective Time (as defined herein).

1.04. **"Sucro Can Membership Interests"** shall mean the outstanding membership interests of Sucro Can.

1.05. **"Sucro Florida Membership Interests"** shall mean the outstanding membership interests of Sucro Florida.

1.06. **"Merger"** shall mean the merger of Sucro Florida with and into Sucro Can, with Sucro Can as the surviving entity, as provided in Section 2.01 of this Agreement.

1.07. **"Surviving Entity"** shall have the meaning set forth in Section 2.01 of this Agreement.

ARTICLE II

TERMS OF MERGER

2.01. **Merger.** Subject to the terms and conditions set forth in this Agreement and the applicable provisions of the DLLCA and the FLLCA, at the Effective Time (as defined herein), Sucro Florida will merge with and into Sucro Can in accordance with the DLLCA and the FLLCA (the **"Merger"**). Sucro Can shall be the surviving entity (the **"Surviving Entity"**) resulting from the Merger and shall continue to be governed by the DLLCA.

2.02. **Effective Time.** The Merger shall become effective on the date and at the time specified in the Certificate of Merger to be filed with the Office of the Delaware Secretary of State as provided in Title 6, Section 18-209 of the DLLCA (the **"Effective Time"**). At the Effective Time, the separate existence of Sucro Florida shall cease.

2.03. **Certificate of Formation.** From and after the Effective Time, the Certificate of Formation of Sucro Can on file with the Office of the Delaware Secretary of State shall be the Certificate of Formation of the Surviving Entity. Such Certificate of Formation shall not be amended in any respect by reason of this Agreement or the Merger.

2.04. **Limited Liability Company Agreement.** From and after the Effective Time, the Amended and Restated Limited Liability Company Agreement, dated as of August 1, 2018, of Sucro Can shall be the limited liability company agreement of the Surviving Entity.

2.05. **Sole Member.** The sole member of Sucro Can shall be the sole member of the Surviving Entity.

ARTICLE III

MANNER OF CONVERTING MEMBERSHIP INTERESTS

3.01. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Sucro Florida or Sucro Can or their respective sole members, the membership interests of Sucro Florida and Sucro Can shall be converted as follows:

(a) the Sucro Florida Membership Interests outstanding immediately prior to the Effective Time shall cease to be outstanding from and after the Effective Time and no consideration shall be exchanged for such Sucro Florida Membership Interests; and

(b) the Sucro Can Membership Interests issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time and shall not be affected in any way by the Merger.

ARTICLE IV

MISCELLANEOUS

4.01. Amendment and Waiver. To the extent permitted by law, this Agreement may be amended, modified or supplemented by a subsequent writing signed by each of the parties.

4.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law provisions thereof.

4.03. Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

4.04. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.05. Termination. This Agreement may be terminated at any time prior to the Effective Time by the parties hereto.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of Sucro Florida and Sucro Can, pursuant to the approval and authority duly given by resolutions adopted by its respective manager(s), has caused this Agreement to be executed on its behalf and its corporate seal, if any, to be hereunto affixed and attested by officers thereunto duly authorized, all as of the 14th day of February, 2020.

SUCRO FLORIDA LLC

By: Jonathan Taylor
Name: Jonathan Taylor
Title: Manager

SUCRO CAN INTERANTIONAL, LLC

By: Jonathan Taylor
Name: Jonathan Taylor
Title: Manager