

Division of Corporations

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Florida Department of State  
Division of Corporations  
Electronic Cover Sheet

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To:

Division of Corporations

Fax Number : (850) 617-6380

From:

Account Name : RICHARDS &amp; ASSOCIATES, PA.

Account Number : I20110000091

Phone : (305) 858-9900

Fax Number : (305) 285-0015

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

Email Address: ediaz@richards-law.com

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17 JAN -5 PM 4:48  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE  
AP HOLDINGS FAROPER LLC**

Certificate of Status	0
Certified Copy	0
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2017 JAN 15 P 12:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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Merged  
1/5/2017

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** AP HOLDINGS FAROPER LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

ELENA DIAZ

Contact Person

RICHARDS & SANCHEZ P.A.

Firm/Company

2665 SOUTH BAYSHORE DRIVE, SUITE 703

Address

MIAMI, FLORIDA, 33133

City, State and Zip Code

ediaz@richards-law.com

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

For further information concerning this matter, please call:

ELENA DIAZ

Name of Contact Person

at ( 305 ) 8589900

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**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

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2017 JAN -5 P 12:45

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
AP FAROPER INC	FLORIDA	Corporation
AP HOLDINGS FAROPER LLC	FLORIDA	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>
AP HOLDINGS FAROPER LLC	FLORIDA	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the 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:

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**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.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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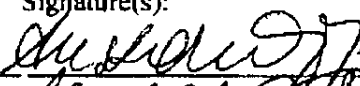

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
AP FAROPER INC		Alicia Perednik, Director
AP HOLDINGS FAROPER LLC		Alicia Perednik, Manager

**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 a member or authorized representative

**Fees:**

\$35.00 Per Party

**Certified Copy (optional):**

\$8.75

**PLAN OF MERGER**

**BETWEEN**

**AP HOLDINGS FAROPER LLC AND AP FAROPER INC.**

**THIS PLAN OF MERGER** ("Plan") is entered into this 4<sup>th</sup> day of January 2017 between AP HOLDINGS FAROPER LLC, a Florida limited liability company and AP FAROPER INC, a Florida corporation.

**WITNESSETH**

**WHEREAS**, the Manager of AP HOLDINGS FAROPER LLC and the director of AP FAROPER INC deem it desirable and in the best business interests of AP HOLDINGS FAROPER LLC and its members and AP FAROPER INC and its shareholders that AP FAROPER INC be merged into AP HOLDINGS FAROPER LLC upon the terms and subject to the conditions set forth in this Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

**ARTICLE I**

**Merger**

**Section 1. Surviving Entity.** At the Effective Date, as defined in Section 2, AP FAROPER INC shall be merged into AP HOLDINGS FAROPER LLC, forming one entity, which shall be referred to herein as the "Surviving Entity".

**Section 2. Effective Date.** Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

**Section 3. Further Assurance.** If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be the director of AP FAROPER INC shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

**Section 4. Regulations.** The Operating Agreement of AP HOLDINGS FAROPER LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Operating Agreement of the Surviving Entity after the Effective Date.

**Section 5. Articles of Organization of AP FAROPER INC.** The Articles of Organization of AP HOLDINGS FAROPER LLC as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

**Section 6. Manager(s).** The Manager of AP HOLDINGS FAROPER LLC immediately prior to the Effective Date shall constitute the Manager of the Surviving Entity after the Effective Date until his successor(s) shall have been elected and qualified as provided in the Operating Agreement of the Surviving Entity and in this Plan.

## **ARTICLE 2**

### **Cancellation of Stock at the Effective Date**

Each share of AP FAROPER INC issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

## **ARTICLE 3**

### **Effect of Merger**

**Section 1. Upon the Effective Date:**

a) AP HOLDINGS FAROPER LLC and AP FAROPER INC shall become a single entity of which AP HOLDINGS FAROPER LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be AP HOLDINGS FAROPER LLC.

(b) The separate existence of AP FAROPER INC shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of AP FAROPER INC. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to AP FAROPER INC shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in AP FAROPER INC shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of AP FAROPER INC. The Merger shall impair neither the rights of creditors nor any liens upon the property of AP FAROPER INC.

**Section 2. Manner and Basis of Converting Interests.** The authorized membership units of AP HOLDINGS FAROPER LLC are 100 units. The issued and outstanding shares of AP FAROPER INC are 1000 units, at US\$0.1 par value. Each share of AP FAROPER INC. ("Share") represents ownership interest in AP FAROPER INC. Each share of AP FAROPER INC issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one membership Unit of AP HOLDINGS FAROPER LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing shares of AP FAROPER INC immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of Units of the Surviving Entity.

#### **ARTICLE 4**

##### **Representations and Warranties of**

##### **AP FAROPER INC.**

AP FAROPER INC represents and warrants to AP HOLDINGS FAROPER LLC as follows:

**Due Organization, Etc.** AP FAROPER INC is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to AP HOLDINGS FAROPER LLC.

#### **ARTICLE 5**

##### **Representations and Warranties of**

##### **AP HOLDINGS FAROPER LLC**

AP HOLDINGS FAROPER LLC represents and warrants to AP FAROPER INC as follows:

**Due Organization, Etc.** AP HOLDINGS FAROPER LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to AP FAROPER INC.



## **ARTICLE 6**

### **Successors and Assigns**

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

## **ARTICLE 7**

### **Managers**

The name and business address of the Manager of AP HOLDINGS FAROPER LLC is as follows:

Alicia Perednik  
2665 South Bayshore Drive  
Suite 703  
Miami, FL. 33133

## **ARTICLE 8**

### **General Provisions**

**Section 1.** Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Sanchez, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

**Section 2.** Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

**Section 3.** Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**Section 4. Termination.** At any time prior to the filing of the Articles of Merger with AP HOLDINGS FAROPER LLC and AP FAROPER INC., either party may terminate this Plan hereto.

**Section 5. Counterparts.** This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 6. Heading.** The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

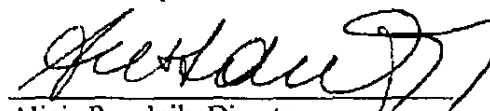
**Section 7. Applicable Law.** This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF,** the parties have hereto set their hands and seals as of the date first above written.

**AP HOLDINGS FAROPER LLC,**  
a Florida limited Liability Company

  
Alicia Perednik, Manager

**AP FAROPER INC.**  
a Florida corporation

  
Alicia Perednik, Director