

7/13/2017

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MERGER OR SHARE EXCHANGE

Jerba Parle LLC

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**ARTICLES OF MERGER
(Profit Corporation)**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Florida Statutes Section 607.1108.

**Article I
Surviving Limited Liability Company**

The name, jurisdiction and document number of the Surviving Limited Liability Company:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Jerba Partners, LLC	Florida	L17000065330

**Article II
Merging Corporations**

The name and respective jurisdiction and document number of the Merging Corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Willington Holdings, Inc.	Florida	P08000054354

**Article III
Agreement and Plan of Merger**

The Agreement and Plan of Merger is attached.

**Article IV
Effective Date**

The merger shall become effective on the date that these Articles of Merger are filed with the Secretary of State of the State of Florida.

**Article V
Surviving Limited Liability Company Adoption**

The Agreement and Plan of Merger was adopted by all of the members of Jerba Partners, LLC on July 11, 2017.

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Article VI
Merging Corporation Adoption

- (i) The Agreement and Plan of Merger was adopted by the Board of Directors and Shareholders of Willington Holdings, Inc. on July 11, 2017.

Surviving Limited Liability Company:
Jerba Partners, LLC

By: [Signature]
Imed L. Bouslimi, Member

Date: 7/12/17

By: [Signature]
Talal Shuman, Member

Date: 07/12/17

Merging Corporation:
Willington Holdings, Inc.

By: [Signature]
Imed L. Bouslimi, President, Director and Shareholder

Date: 7/12/17

By: [Signature]
Talal Shuman, Director and Shareholder

Date: 07/12/17

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated July 10, 2017 (the "Agreement") is made by and among Jerba Partners, LLC ("Jerba") and Willington Holdings, Inc. ("Willington"), Jerba and Willington are at times herein referred to as "Constituent Entities."

WITNESSETH

WHEREAS, Jerba is a limited liability company duly organized and validly existing under the laws of the State of Florida and has membership interests. No other class or type of interests are authorized; and

WHEREAS, Willington is a corporation duly organized and validly existing under the laws of the State of Florida and has 1000 shares, no par value, of voting common stock authorized of which 200 shares, no par value, of voting common stock of Willington are issued and outstanding. No other class or type of shares are authorized; and

WHEREAS, the members of Jerba and the Board of Directors and shareholders of Willington have determined that the businesses of the Constituent Entities would be more effectively operated through Jerba; and

WHEREAS, the members of Jerba and the Board of Directors and shareholders of Willington have approved this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual agreement and covenants set forth herein, Jerba and Willington hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

MERGER

1. Merger. In accordance with the provisions of this Agreement and the Florida Business Corporation Act, Willington shall be merged with and into Jerba (the "Merger"), the separate existence of Willington shall cease, and Jerba shall survive the Merger and shall continue to be governed under the laws of the State of Florida, and Jerba is sometimes herein referred to as the "Surviving Entity" and the name of the Surviving Entity shall be Jerba Partners, LLC.
2. Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:
 - (a) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

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(b) Articles of Merger satisfying the requirements of the Florida Business Corporation Act shall have been filed with the Secretary of State of the State of Florida.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

3. Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Willington shall cease and Jerba, as the Surviving Entity, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its members and Willington's Boards of Directors or shareholders, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Willington in the manner as more fully set forth in Section 607.1106 of the Florida Business Corporation Act, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Willington in the same manner as if Jerba had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act.

CHARTER DOCUMENTS, MEMBERS

1. Articles of Organization. Upon the effectiveness of the Merger, the Articles of Organization of Jerba as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Organization of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.
2. Operating Agreement. The Operating Agreement of Jerba as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Operating Agreement of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.
3. Members. The several Members of Jerba immediately prior to the Effective Date of the Merger shall be the Members of the Surviving Entity until as otherwise provided by law, or the Articles of Organization of the Surviving Entity or the Operating Agreement of the Surviving Entity.

MANNER OF CONVERSION OF SECURITIES

1. Willington Common Stock. Upon the Effective Date of the Merger, each share of Willington Common Stock, no par value, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder(s) of such shares or any other person, be changed and converted into and exchanged as additional capital contribution in Jerba.

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2. Cancellation of Certificates. After the Effective Date of the Merger, each outstanding certificate representing shares of Willington Common Stock shall be, for all purposes, cancelled.

GENERAL

1. Covenants of Jerba. Jerba covenants and agrees that it will, on or before and after the Effective Date of the Merger:
 - (a) File any and all statements required under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder;
 - (b) Cause Willington to file any and all statements required under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder;
 - (c) Cause the respective members of Jerba to file any and all statements required under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder; and
 - (d) Take such other actions as may be required by the Florida Business Corporation Act and the Florida Revised Limited Liability Company Act.
2. Further Assurances. From time to time, as and when required by Jerba or by its successors or assigns, there shall be executed and delivered on behalf of Willington such deeds and other instruments, and there shall be taken or caused to be taken by Jerba such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Jerba the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authorities of Willington and otherwise to carry out the purposes of this Agreement, and the members of Jerba are fully authorized in the name and on behalf of Willington or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.
3. Abandonment. At any time before the filing of Articles of Merger with the Secretary of State of the State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the members of Jerba or Board of Directors of Willington or any combination of them, notwithstanding the approval of this Agreement by the shareholders of Willington.
4. Amendment. The members and Board of Directors of the respective Constituent Entities may amend this Agreement at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of Willington, (2) alter or change any term of the Articles of Organization of Jerba to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would

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- adversely affect the holders of any class of membership or share, respectively or series thereof of such Constituent Entities.
5. Registered Office. The registered office of the Jerba in the State of Florida is located at 715 W. Swann Ave., Tampa, FL 33606.
 6. Agreement. Executed copies of this Agreement will be on file at the principal place of business of Jerba at 5935 Memorial Hwy., Tampa, FL 33615 and copies thereof will be furnished to any member of Jerba or shareholder of former Willington upon request and without cost.
 7. 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.
 8. 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 Agreement and Plan of Merger, having first been approved by resolutions of the respective members of Jerba and Board of Directors and Shareholders of Willington, is hereby executed on behalf of each Constituent Entity.

<Intentionally Left Blank>

Jerba Partners, LLC

By: [Signature]
Imed L. Bouslimi, member

Date: 7-12-17

By: T. Shuman
Talal Shuman, member

Date: 07/12/17

Willington Holdings, Inc.

By: [Signature]
Imed L. Bouslimi, President, member of the Board
of Directors and shareholder

Date: 7-12-17

By: T. Shuman
Talal Shuman, Secretary and member of the Board
of Directors and shareholder

Date: 07/12/17