

8/22/2018

Division of Corporations

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**MERGER OR SHARE EXCHANGE**  
**Tolle Roads, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$50.00

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 18 AUG 22 PM 12:31  
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**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>
Tolle Roads, 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>
Tolle Roads, LLC	Delaware	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).

**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:

Tolle Roads, LLC

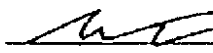

3501 Sanford Ave Sanford, FL 32773

**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:
Tolle Roads, LLC		Robert Charles Tolle
Tolle Roads, LLC		Robert Charles Tolle

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

<b><u>Fees:</u></b>	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	<b><u>Certified Copy (optional):</u></b>	\$30.00

**AGREEMENT TO MERGE THE  
MERGING LIMITED LIABILITY COMPANY  
WITH AND INTO THE  
SURVIVING LIMITED LIABILITY COMPANY**

This Merger Agreement (hereinafter referred to as the "**Agreement**") is made and entered into as of August 22, 2018, by and among Tolle Roads, LLC, a Florida limited liability company (the "**Merging LLC**"), Tolle Roads, LLC, a Delaware limited liability company (the "**Surviving LLC**"), and Robert Charles Tolle, a resident of Florida ("**Tolle**", collectively with the Merging LLC and the Surviving LLC, the "**Parties**").

**RECITALS**

WHEREAS, the Surviving LLC was organized in the State of Delaware on August 20, 2018;

WHEREAS, the Merging LLC was organized in the State of Florida on June 1, 2017;

WHEREAS, prior to the Merger Effective Date (as defined below), pursuant to that certain Contribution and Exchange Agreement by and between the Merging LLC, TR Acquisition Company, Inc., a Florida corporation ("**TR Seller**") and Robert Charles Tolle ("**Tolle**"), Tolle contributed 100% of the outstanding membership interests of the Merging LLC to TR Seller (the "**Contribution**");

WHEREAS, subsequent to, and conditioned upon, the consummation of the Contribution, it is the desire of the Parties to merge the Merging LLC with and into the Surviving LLC on the terms and conditions set forth in this Agreement (the "**Merger**");

WHEREAS, the respective members and managers of the Parties have determined that the Merger is consistent with and in furtherance of the long-term business strategy of each Party and in the best interests of their respective members and, by resolutions duly adopted, have approved and adopted this Agreement;

WHEREAS, the members of both the Surviving LLC and the Merging LLC have unanimously approved and adopted this Agreement; and

WHEREAS, the Parties intend that the Merger shall be disregarded for tax purposes under the principles enunciated in Treasury Regulation 1.1361-5(6)(3), Example 2.

NOW, THEREFORE, for and in consideration of good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Merger Effective Date.** Subject to the effectiveness of the Contribution, the Merging LLC is hereby merged with and into the Surviving LLC effective as of August 22, 2018 (hereinafter referred to as the "**Merger Effective Date**").

2. **Plan of Merger.** The Merger will occur according to the Plan of Merger attached hereto as Exhibit A (the "Plan").

3. **Representation and Warranty of No Liabilities of the Merging LLC.** The Merging LLC hereby represents and warrants to the Surviving LLC that the assets and the equity interests of the Merging LLC transferred to the Surviving LLC pursuant to the Merger are free and clear of all liens, claims, encumbrances and other restrictions or liabilities of any kind. Tolle, as the sole member of the Merging LLC hereby agrees to fully indemnify the Surviving LLC for any breach of the foregoing representation and warranty.

4. **Membership Interests.** The Merging LLC and the Surviving LLC agree that each issued and outstanding membership in the Merging LLC shall be cancelled, and no consideration shall be issued or given in exchange for such membership interest and the former holder of such membership interests are entitled only to the rights provided in this Plan.

5. **Benefit.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

6. **Further Assurances.** The authorized representatives of the Merging LLC and the Surviving LLC, when and if appointed, shall cause to be executed any further and additional documents or instruments as may from time to time be reasonably required or desirable for the purpose of consummating or carrying out the Merger as contemplated by this Agreement or the Plan.

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 Delaware without regard to the conflict of laws principles thereof.

8. **Counterparts.** This Agreement may be executed in counterparts and all copies so executed shall constitute one Agreement.

[SIGNATURE PAGE FOLLOWS]

This Merger Agreement is hereby adopted as of the date first set forth above to be effective as of the Merger Effective Date.

**MERGING LLC**

TOLLE ROADS, LLC., a Florida limited liability company

By:   
Name: Robert Charles Tolle  
Title: Sole Member and President

**SURVIVING LLC**

TOLLE ROADS, LLC., a Delaware limited liability company

By:   
Name: Robert Charles Tolle  
Title: President

**TOLLE**

  
Robert Charles Tolle, Individually

**Exhibit A**

**Plan of Merger**

**[See attached.]**

**PLAN OF MERGER  
OF  
TOLLE ROADS, LLC  
WITH AND INTO  
TOLLE ROADS, LLC**

THIS PLAN OF MERGER ("**Plan**"), is made and entered into as of August 22, 2018, by and between Tolle Roads, LLC, a Florida limited liability company ("**Merging LLC**"), and Tolle Roads, LLC, a Delaware limited liability company ("**Surviving LLC**"). Surviving LLC and Merging LLC are collectively referred to herein as the "**Parties**" or individually as a "**Party**".

**WITNESSETH:**

WHEREAS, Surviving LLC was organized in the State of Delaware on August 20, 2018;

WHEREAS, Merging LLC was organized in the State of Florida on June 1, 2017;

WHEREAS, prior to the Effective Time (as defined below), pursuant to that certain Contribution and Exchange Agreement by and between the Merging LLC, TR Acquisition Company, Inc., a Florida corporation ("**TR Seller**") and Robert Charles Tolle ("**Tolle**"), Tolle contributed 100% of the outstanding membership interests of the Merging LLC to TR Seller (the "**Contribution**");

WHEREAS, subsequent to, and conditioned upon, the consummation of the Contribution, it is the desire of the Parties to merge the Merging LLC with and into the Surviving LLC on the terms and conditions set forth in this Plan (the "**Merger**");

WHEREAS, the respective members and managers of the Parties have determined that the Merger is consistent with and in furtherance of the long-term business strategy of each Party and in the best interests of their respective members and, by resolutions duly adopted, have approved and adopted this Plan;

WHEREAS, the members of both the Surviving LLC and the Merging LLC have unanimously approved this Plan; and

WHEREAS, the Parties intend that the Merger shall be disregarded for tax purposes under the principles enunciated in Treasury Regulation 1.1361-5(6)(3), Example 2.

NOW, THEREFORE, in consideration of the foregoing mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby make this Plan and set forth the terms and conditions of the Merger and the manner of carrying the Merger into effect as follows:



## **TERMS AND CONDITIONS**

### **ARTICLE I.** **GENERAL**

Section 1.01 **Merger.** Pursuant to the Delaware Limited Liability Act (the "**DELLA**") and the Florida Revised Limited Liability Act (the "**FRLLA**"), as of the Effective Time (as hereinafter defined) of the Merger, the Merging LLC shall be merged with and into the Surviving LLC. Upon the consummation of the Merger, the separate existence of the Merging LLC shall cease and the Surviving LLC shall be the surviving entity. The Surviving LLC shall have the right, power and authority to transact any and all business for which entities may be organized under the DELLA.

Section 1.02 **Filing; Effective Time.** Subject to the effectiveness of the Contribution, the Parties shall cause the Merger to be consummated by the filing of the Certificate of Merger with the Secretary of State of each of the State of Delaware and Florida (the "**Certificate of Merger**") in such form as is required by and executed in accordance with the applicable provisions of the DELLA and the FRLLA. The Merger shall become effective at the time of such filing of the Certificate of Merger with the Secretary of State of each of the State of Delaware and Florida (the "**Effective Time**").

Section 1.03 **Effects of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Delaware law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise agreed pursuant to the terms of this Plan, all of the property, rights, privileges, powers and franchises of the Merging LLC shall vest in the Surviving LLC, and all debts, liabilities and duties of the Merging LLC shall become the debts, liabilities and duties of the Surviving LLC.

### **ARTICLE II.** **SURVIVING LIMITED LIABILITY COMPANY**

Section 2.01 **Name of Surviving LLC.** The name of the Surviving LLC subsequent to the Effective Time shall be Tolle Roads, LLC.

Section 2.02 **Address of Surviving LLC.** The principal place of business of the Surviving LLC is at 3501 Sanford Ave., Sanford, FL 32773.

Section 2.03 **Certificate of Formation.** The Certificate of Formation of the Surviving LLC filed with the Delaware Secretary of State on August 20, 2018 (the "**Certificate of Formation**") shall from and after the Effective Time be and remain the Certificate of Formation of the Surviving LLC until altered or amended in accordance with the DELLA.

Section 2.04 **Operating Agreement.** The Operating Agreement of the Surviving LLC in effect immediately prior to the Effective Time (the "**Operating Agreement**") shall be the operating agreement of the Surviving LLC, until amended in accordance with the DELLA.

Section 2.05 **Members.** At the time of this merger, each of the members of the Surviving Company will remain a member of the Surviving Company. The ownership interests

and capital accounts of the members of the Surviving Company following the merger will be determined under the terms of the Operating Agreement of the Surviving Company.

Section 2.06 **Managers.** Each of the managers of the Surviving LLC who are serving at the time of this merger will continue to serve as a manager until the next meeting of members called for the purpose of electing managers, or until the manager's earlier death, resignation, or removal.

### **ARTICLE III.** **RIGHTS AND LIABILITIES**

Section 3.01 **Transfer of Rights and Property.** As of the Effective Time, the Merger shall have the effects set forth in the DELLA and the FRLLA, including, without limitation, Title 6, § 18-209 of the DELLA and § 605.1026 of the FRLLA. As of the Effective Time, the separate existence of the Merging LLC shall cease, and the Merging LLC shall be merged with and into the Surviving LLC which, as the Surviving LLC shall have all of the rights and interests of the Merging LLC, including all privileges, franchises, licenses, permits, registrations, leases, contracts, agreements (including employment contracts and covenants not to compete) and all other assets of every kind and description, whether real, personal or mixed, fixed or intangible, and all choses in action shall be delivered to and shall be vested in and upon the Surviving LLC without act or deed, and all such rights and interests shall be as effectively the property of the Surviving LLC.

Section 3.02 **Transfer of Liabilities.** As of the Effective Time of the Merger, the Surviving LLC shall have and shall be responsible for all liabilities of the Merging LLC that existed immediately prior to the Effective Time of the Merger, including all deposits, debts, liabilities, obligations and contracts, matured or unmatured, whether accrued, absolute, contingent or otherwise and whether or not reflected or reserved against on the balance sheets, books of account or other records of the Merging LLC existing immediately prior to the Effective Time of the Merger. No liability of any limited liability company shall be released or impaired by this Merger, and all rights of creditors and other obligees and all liens on the property of the Merging LLC shall be preserved unimpaired.

Section 3.03 **Membership Interests.** Each issued and outstanding membership in the Merging LLC shall be cancelled, and no consideration shall be issued or given in exchange for such membership interest and the former holder of such membership interests are entitled only to the rights provided in this Plan.

### **ARTICLE IV.** **MISCELLANEOUS**

Section 4.01 **Benefit.** This Plan shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 4.02 **Further Assurances.** The authorized representatives of the Merging LLC and the Surviving LLC, when and if appointed, shall cause to be executed any further and additional documents or instruments as may from time to time be reasonably required or desirable for the purpose of consummating or carrying out the Merger as contemplated by this Plan.

Section 4.03 **Governing Law.** This Plan shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflict of laws principles thereof.

Section 4.04 **Counterparts.** This Plan may be executed in counterparts and all copies so executed shall constitute one Plan.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, this Plan has been executed by the parties hereto effective as of the date first above written.

**MERGING LIMITED LIABILITY COMPANY**

**TOLLE ROADS, LLC**


TR Acquisition Company, Inc., sole member

By:   
Name: Robert Charles Tolle  
Title: Sole Member and President

**SURVIVING LIMITED LIABILITY COMPANY**

**TOLLE ROADS, LLC**

TR Acquisition Company, Inc., sole member

By:   
Name: Robert Charles Tolle  
Title: President