

LI8000 104054

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

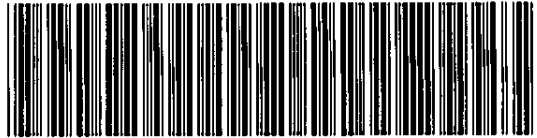
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700312913407

*Merger*

R. WHITE

MAY 08 2018

FILED  
18 MAY -7 AM 8:42  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2018 MAY -7 AM 10:53

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

ACCOUNT NO. : I20000000195

REFERENCE : 195587 4305390

AUTHORIZATION :

COST LIMIT :

\$50.00

ORDER DATE : May 4, 2018

ORDER TIME : 8:45 AM

ORDER NO. : 195587-015

CUSTOMER NO: 4305390

ARTICLES OF MERGER

SOUTH RAILROAD AVENUE, LLC

INTO

SOUTH RAILROAD AVENUE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft

EXAMINER'S INITIALS: \_\_\_\_\_

FILED

18 MAY -7 AM 8:42

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

FOR

SOUTH RAILROAD AVENUE, LLC

(Florida Limited Liability Company)

Pursuant to Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Florida Act"), it is hereby certified that:

1. Name and Jurisdiction of Organization of Each Entity which is to Merge.

SOUTH RAILROAD AVENUE, LLC, a Florida limited liability company (the "Surviving Entity"); and

SOUTH RAILROAD AVENUE, LLC, a New York limited liability company (the "Merging Entity").

2. Name of Surviving Company. SOUTH RAILROAD AVENUE, LLC will continue its existence as the Surviving Entity pursuant to the provisions of Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Florida Act").

3. Agreement and Plan of Merger. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan") for merging the Merging Entity with and into the Surviving Entity, as approved by the Members of each of said merging entities. The Plan is on file at the offices of the Surviving Entity located at 267 Robin Drive, Sarasota, FL 34236.

4. Approval. 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).

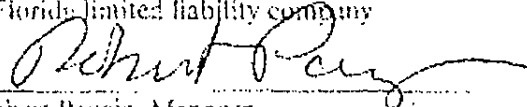
5. Appraisal Rights. The Surviving Entity agrees to pay any members with appraisial rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S., if any such rights are applicable.

6. Compliance with Law. The applicable provisions of the laws of the jurisdiction of organization of the Merging Entity relating to the merger of the Merging Entity with and into the Surviving Entity have been, or upon compliance with the filing and recording requirements, will have been, complied with.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger as of this  
24 day of April, 2018.

Surviving Entity:

SOUTH RAILROAD AVENUE, LLC  
a Florida limited liability company

  
Robert Pangia, Manager

Merging Entity:

SOUTH RAILROAD AVENUE, LLC  
a New York limited liability company

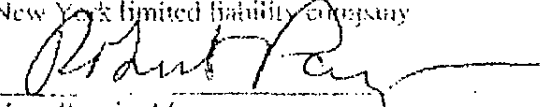
  
Robert Pangia, Manager

Exhibit A

Agreement and Plan of Merger

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), effective as of the 24<sup>th</sup> day of April, 2018 is by and between **SOUTH RAILROAD AVENUE, LLC**, a New York limited liability company (the "Merging Entity") and **SOUTH RAILROAD AVENUE, LLC**, a Florida limited liability company (the "Surviving Entity"), and provides for the merger (the "Merger") of the Merging Entity with and into the Surviving Entity, which shall survive the Merger and continue to exist as a Florida limited liability company.

1. The names of the participating entities in the Merger are **SOUTH RAILROAD AVENUE, LLC**, a New York limited liability company, and **SOUTH RAILROAD AVENUE, LLC**, a Florida limited liability company.
2. The Merger shall become effective (the "Effective Date") on the later of the dates of filing of the New York Certificate of Merger pursuant to Section 1003 of the New York Limited Liability Company Law (the "New York Act") and the Florida Articles of Merger pursuant to Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Florida Act").
3. In accordance with the provisions of this Agreement, Section 1003 of the New York Act, and Section 605.1025 of the Florida Act, the Merging Entity shall be merged into the Surviving Entity.
4. Upon the Effective Date, the members of the Surviving Entity shall continue to own exactly the same membership interests in the Surviving Entity as they currently own.
5. On the Effective Date, all of the membership interests of the Merging Entity shall be terminated and shall cease to exist.
6. The Articles of Organization of the Surviving Entity in effect on the Effective Date shall remain the Articles of Organization of the Surviving Entity until altered, amended or repealed. The Operating Agreement of the Surviving Entity in effect on the Effective Date shall be the Operating Agreement of the Surviving Entity until altered, amended or repealed.
7. On the Effective Date, the separate existence of the Merging Entity shall cease, and the existence and the identity of the Surviving Entity, as the Surviving Entity, shall continue. The Surviving Entity shall thereupon succeed, without other transfer, to all of the rights and property of the Merging Entity and shall be subject to all of the debts and liabilities of the Merging Entity in the same manner as if the Surviving Entity had itself incurred them. All rights of creditors and all liens upon the property of the Merging Entity shall be limited to the property affected thereby immediately prior to the Effective Date. Any action or proceeding pending by or against the Merging Entity may be prosecuted to judgment, which shall bind the Surviving Entity, and the Surviving Entity may be proceeded against or substituted in the place of the Merging Entity.
8. From time to time at and after the Effective Date as and when requested by the Surviving Entity or by its successors or assigns, the Merging Entity shall execute and deliver or

cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Entity, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Entity, and its successors or assigns, title to and possession of all the rights and property referred to in Section 7 hereof and otherwise to carry out the intent and purposes of this Agreement. If the Surviving Entity shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of the Merging Entity acquired by the Surviving Entity pursuant to this Agreement, the Member of the Surviving Entity at that time is hereby specifically authorized as attorneys-in-fact of the Merging Entity (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Entity or otherwise, as such Member shall deem necessary or appropriate to accomplish such end.

9. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement.

10. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement as of the date hereof. Any amendment to this Agreement shall be approved by both the Merging Entity and the Surviving Entity.

11. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida. The filing requirements of the State of Florida or the State of New York, as applicable, shall govern all respective filings necessary or advisable to effect the intent and purposes of this Agreement.

12. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective members, any rights or remedies under or by reason of this Agreement except as allowed by applicable laws of the State of Florida.

13. This Agreement embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Agreement.

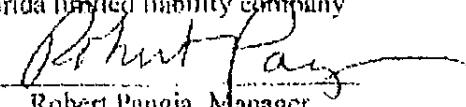
14. This Agreement may be terminated or abandoned at any time prior to the filing of the Articles of Merger with the Florida Secretary of State by mutual written agreement of the Merging Entity and the Surviving Entity.

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date set forth above.

Surviving Entity:

SOUTH RAILROAD AVENUE, LLC  
a Florida limited liability company

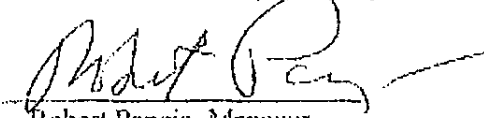
By:

  
Robert Pangia, Manager

Merging Entity:

SOUTH RAILROAD AVENUE, LLC  
a New York limited liability company

By:

  
Robert Pangia, Manager