

L18000194467

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

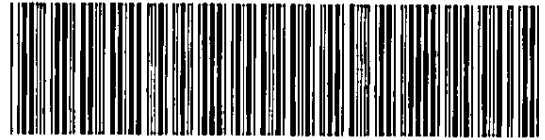
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700317855157

09/06/18--01025--016 **25.00

10/15/18--01013--001 **25.00

Merger

R. WHITE
OCT 17 2018

FILED
2018 OCT 15 AM 8:13
SECRETARY OF STATE
TALLAHASSEE, FL

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: INTE Securities LLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Howard Spindel

Contact Person

INTE Securities LLC

Firm/Company

7000 W. Palmetto Park Road, Suite 503

Address

Boca Raton, FL 33433

City, State and Zip Code

hspindel@integrated.solutions

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

For further information concerning this matter, please call:

Howard Spindel

561-420-0842

Name of Contact Person

Area Code

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 17, 2018

HOWARD SPINDEL
7000 W. PALMETTO PARK RD STE 503
BOCA RATON, FL 33433

SUBJECT: INTE SECURITIES LLC
Ref. Number: L18000194467

We have received your document for INTE SECURITIES LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The filing fee to file articles of merger is \$25.00 per LLC. Therefore, an additional fee of \$25.00 is due.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II

Letter Number: 418A00019360

RECEIVED
18 OCT - L P
SECRETARY
TALLAHASSEE

Exhibit A
Florida Certificate of Merger

FILED

Articles of Merger
For
Florida Limited Liability Company

2018 OCT 15 AM 8:13
SECRETARY OF STATE
TALLAHASSEE, FL

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>
Trump Securities, LLC	DE	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>
INTE Securities LLC	FL	Limited Liability Company

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)

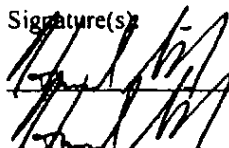
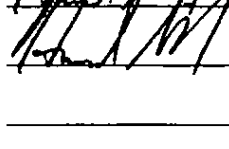
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability 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:

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:
INTE Securities LLC		Howard Spindel
Trump Securities, LLC		Howard Spindel

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

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

Exhibit B
Delaware Certificate of Merger

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is INTE Securities LLC, a Foreign Limited Liability Company.

Second: The jurisdiction in which this Limited Liability Company was formed is Florida.

Third: The name of the Limited Liability Company being merged into the Limited Liability Company is Trump Securities, LLC, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

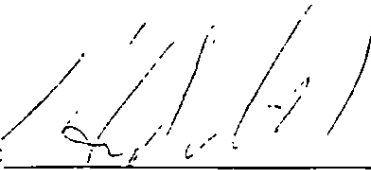
Fifth: The name of the surviving foreign Limited Liability Company is INTE Securities LLC.

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign limited Liability Company and the address thereof is 7000 W. Palmetto Park Road, Suite 503, Boca Raton, FL 33433.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign limited liability company, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving foreign Limited Liability Company agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 7000 W. Palmetto Park Road, Suite 503, Boca Raton, FL 33433.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by its authorized person, this 31st day of August, A.D., 2018.

By: 
Authorized Person

Name: HOWARD SINDELL
Print or type

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of August 31, 2018 (the "Effective Date") by and between Trump Securities, LLC, a Delaware limited liability company ("TSL") and INTE Securities LLC, a Florida limited liability company ("INTE," and together with TSL, each, a "Party" and together, the "Parties").

WHEREAS, TSL and INTE are each owned by the same members.

WHEREAS, in accordance with the provisions of Sections 605.1021 to 605.1026 of the Limited Liability Company Act of the State of Florida (the "FL Act"), the members of both TSL and INTE have determined that it is advisable and in the best interests of the Parties to merge TSL with and into INTE (the "Merger"), with INTE being the surviving entity, as such term is used in the FL Act, upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

THE MERGER

Section 1.1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the procedures set forth in the FL Act and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), TSL shall be merged with and into INTE, with INTE continuing as the surviving entity (the "Surviving Entity"), the separate entity existence of TSL shall cease, and from and after the Effective Date, the merger shall have the effects set forth in the applicable provisions of the FL Act and the DLLCA.

Section 1.2. **Closing; Effective Date.** The closing (the "Closing") of the Merger shall occur when the Parties shall (a) execute a certificate of merger in accordance with the provisions of the FL Act (the "FL Certificate of Merger"), attached as Exhibit A to this Agreement; and (b) execute a certificate of merger in accordance with the provisions of the DLLCA (the "Delaware Certificate of Merger"), attached as Exhibit B to this Agreement. The Merger shall become effective (the "Effective Time") when the FL Certificate of Merger and the Delaware Certificate of Merger are each accepted for record by, respectively, the Florida Secretary of State and the Delaware Secretary of State.

Section 1.3 **Articles of Organization; Operating Agreement.** The Articles of Organization of INTE and the Operating Agreement of TSL in effect immediately prior to the Effective Time, shall, except for any amendments required by the FL Act, if any, be the articles of organization and the operating agreement of the Surviving Entity.

Section 1.4 **Management of the Surviving Entity.** From and after the Effective Time, the Manager of TSL shall serve as the Manager of INTE in accordance with the terms of the Operating Agreement of TSL and the FL Act.

Section 1.5 **Merger Consideration.** As of the Effective Time, without any further action on the part of TSL or INTE, all of the membership interests of TSL shall be extinguished, without consideration, and shall be converted and transferred to INTE and each issued and outstanding membership interest of TSL shall become a membership interest in INTE.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

Section 2.1 **Organization.** Each limited liability company is duly organized, validly existing and in good standing under the laws of the state of its formation and in all such other jurisdictions where such qualification and good standing are necessary for such Party to conduct its business and own and operate its properties and assets.

Section 2.2 **Power and Authority.** Each has the requisite power and authority to manage its business as presently conducted and as proposed to be conducted and own and operate its properties and assets.

Section 2.3 **Capacity; Due Execution and Delivery.** Each has full right, power, authority, approval and legal capacity to execute, deliver and perform its obligations under this Agreement and this Agreement has been duly authorized, executed and delivered by each Party to the other Party and constitutes the legal, valid and binding obligations of the each Party, enforceable in accordance with its terms, except as enforcement may be limited by (a) bankruptcy, insolvency and other similar Laws affecting creditors' rights generally and (b) by rules of law governing specific performance, injunctive relief or other equitable remedies.

ARTICLE III

GENERAL PROVISIONS

Section 3.1 **Further Assurances.** Each Party shall execute and deliver to the other Party all such other and further instruments and documents and take or cause to be taken all such other and further actions as the other Party may reasonably request or as required by the FL Act or the DLLLCA to effect the Merger and any related transaction.

Section 3.2. **Entire Agreement.** This Agreement, together with documents referenced in this Agreement, constitutes the entire agreement and understanding of the Parties with respect

to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

Section 3.3 **No Third-Party Beneficiaries.** This Agreement is not intended to confer any benefit, rights or remedies upon any person other than the Parties.

Section 3.4 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

Section 3.5 **Modification or Amendment.** Subject to the applicable provisions of the FL Act and the DLLCA, at any time prior to the Effective Time, the Parties may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective Parties.

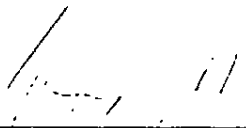
Section 3.6 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without giving effect to any principles of conflicts of law.

Section 3.7 **Counterparts.** This Agreement may be executed in counterparts and by fax or electronic signature.

[Signatures appear on the following page.]

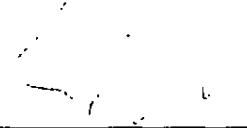
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the members of the Parties on the date first herein above written.

TRUMP SECURITIES, LLC

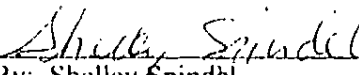


By: Howard Spindel
Title: Member

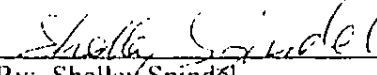
INTE SECURITIES LLC



By: Howard Spindel
Title: Member



By: Shelley Spindel
Title: Member



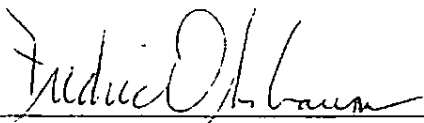
By: Shelley Spindel
Title: Member

By: Michael Stupay
Title: Member


By: Michael Stupay
Title: Member

By: Shelley Stupay
Title: Member

By: Shelley Stupay
Title: Member



By: Fredric Obsbaum
Title: Member



By: Fredric Obsbaum
Title: Member

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the members of the Parties on the date first herein above written.

TRUMP SECURITIES, LLC

INTE SECURITIES, LLC

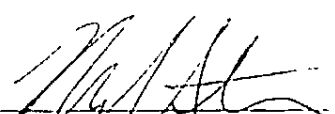
By: Howard Spindel
Title: Member

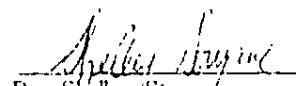
By: Howard Spindel
Title: Member

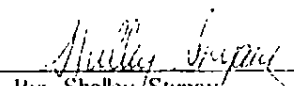
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Title: Member


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Title: Member

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