

L18000245980

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

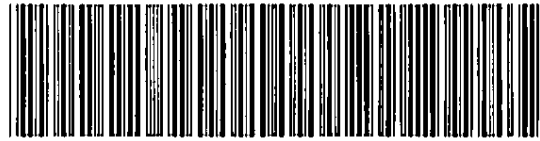
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100374262271

FILED

2021 OCT -1 AM 9:06

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

2021 OCT -1 PM 3:47

CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

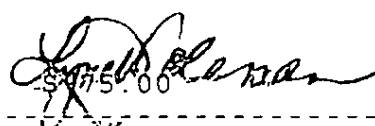
CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 065729 8048723

AUTHORIZATION :

COST LIMIT : ~~\$975.00~~



ORDER DATE : October 1, 2021

ORDER TIME : 2:11 PM

ORDER NO. : 065729-005

CUSTOMER NO: 8048723

ARTICLES OF MERGER

JBL VILLAGE SHOPPES 2 LLC
JBL VILLAGE SHOPPES 3 LLC

INTO

JBL VILLAGE SHOPPES LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Alexxis Weiland

EXAMINER'S INITIALS: _____

**STATE OF FLORIDA
ARTICLES OF MERGER OF A
FLORIDA LIMITED LIABILITY COMPANIES**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with § 605.1025, Florida Statutes.

FIRST: The name of each merging party (i.e., the entity(ies) being merged into the surviving entity) is:

- (1) JBL Village Shoppes 2 LLC, a Florida limited liability company
- (2) JBL Village Shoppes 3 LLC, a Florida limited liability company.

418-245833
418-261255

SECOND: The name of the surviving party are as follows:

JBL Village Shoppes LLC, a Florida limited liability company

THIRD: The Agreement and Plan of Merger is attached as Exhibit A and meets the requirements of §§.605.1021-605.1026; was approved by each domestic merging entity that is a limited liability company in accordance with §§.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 §. 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: The merger is to become effective on the date of filing this Articles of Merger.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

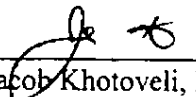
IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, the 30th day of September, 2021.

MERGING PARTIES:

JBL VILLAGE SHOPPES 2 LLC, a Florida limited liability company


By: 
Jacob Khotoveli, Manager

JBL VILLAGE SHOPPES 3 LLC, a Florida limited liability company

By: 
Jacob Khotoveli, Manager

SURVIVING PARTY:

JBL VILLAGE SHOPPES LLC, a Florida limited liability company

By: 
Jacob Khotoveli, Manager

FILED
2021 OCT -1 AM 9:06
SECRETARY OF STATE
TALLAHASSEE, FL

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

FILED

2021 OCT -1 AM 9:06

SECRETARY OF STATE
TALLAHASSEE, FL

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") relates to the merger of each of JBL VILLAGE SHOPPES 2 LLC, a Florida limited liability company, having a mailing address of 2028 Harrison Street, Suite 202, Hollywood, Florida 33020 (the "Non-surviving Entity 1"), JBL VILLAGE SHOPPES 3 LLC, a Florida limited liability company, having a mailing address of 2028 Harrison Street, Suite 202, Hollywood, Florida 33020 (the "Non-surviving Entity 2" and together with Non-surviving Entity 2, collectively, the "Non-surviving Entities") with and into JBL VILLAGE SHOPPES LLC, a Florida limited liability company (the "Surviving Entity"), having a mailing address of 2028 Harrison Street, Suite 202, Hollywood, Florida 33020.

WHEREAS, each Non-surviving Entity and the Surviving Entity wish to enter into a merger agreement pursuant to which each Non-surviving Entity will merge with and into the Surviving Entity and the Surviving Entity will be the surviving business entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. Non-surviving Entity. The name and jurisdiction of formation of each Non-surviving Entity are as follows:

<u>Name of Entity</u>	<u>State of Formation</u>
JBL Village Shoppes 2 LLC	Florida
JBL Village Shoppes 3 LLC	Florida

2. Surviving Entity: The name and jurisdiction of formation of the Surviving Entity are as follows:

<u>Name of Entity</u>	<u>State of Formation</u>
JBL Village Shoppes LLC	Florida

3. The Merger. Subject to the terms and conditions of this Agreement and in accordance with Section 608.4381 of the Florida Limited Liability Company Act, as amended (the "Florida Act"), at the "Effective Date," as hereinafter defined, each Non-surviving Entity shall merge (the "Merger") with and into the Surviving Entity. Upon consummation of the Merger, the separate existence of each Non-surviving Entity shall cease and the Surviving Entity shall be the surviving business entity in the Merger.

4. Effective Date and Time of the Merger. The Merger shall become effective as of the filing of that certain Certificate of Merger by and between the Non-surviving Entities and the Surviving Entity with the Secretary of State of the State of Florida (the "Effective Date").

5. Treatment of Equity Interests.

(a) Each membership interest in any Non-surviving Entity existing immediately prior to the Effective Date, and any right to acquire a membership interest therein, shall, by virtue of the Merger, and without any action on the part of the holder thereof, or consideration being tendered thereto, be cancelled and retired and cease to exist, without any conversion thereof.

(b) Each membership interest in the Surviving Entity existing immediately prior to the Effective Date, and any right to acquire a membership interest therein, shall, by virtue of the Merger, and without any action on the part of the holder thereof, continue to exist as a membership interest or right to acquire a membership interest, respectively, in the Surviving Entity.

6. Effects of the Merger. At and after the Effective Date, the Merger shall have the effects set forth in Section 608.4383 of the Florida Act.

7. Certificate of Formation of the Surviving Entity. The Articles of Organization of the Surviving Entity, as amended, as in effect on the Effective Date shall be the certificate of formation of the surviving business entity.

8. Compliance Agreement. Each Non-surviving Entity shall from time to time, as and when requested by the Surviving Entity, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

9. Authority. Each Non-surviving Entity and the Surviving Entity hereby approve, adopt, and certify that each has the power and authority to enter into and perform its obligations under this Agreement.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.


[SIGNATURE PAGE TO FOLLOW]

FILED
2021 OCT -1 AM 9:06
SECRET/NOT OF PUBLIC
TALLAHASSEE, FL


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 30th
day of September, 2021.

NON-SURVIVING ENTITIES:

JBL VILLAGE SHOPPES 2 LLC, a Florida limited
liability company


By: 
Jacob Khotoveli, Manager

JBL VILLAGE SHOPPES 3 LLC, a Florida limited
liability company

By: 
Jacob Khotoveli, Manager

SURVIVING ENTITY:

JBL VILLAGE SHOPPES LLC, a Florida limited
liability company

By: 
Jacob Khotoveli, Manager

FILED
2021 OCT -1 AM 9:06
SECRET/NO FORN DISSEM
TALLAHASSEE, FL