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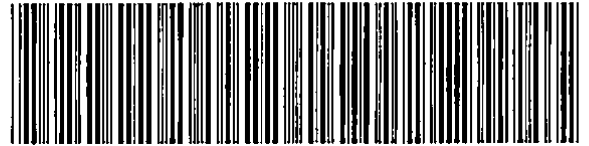
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STATE

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 8/9/2019

Acc#I20160000072

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|-------------|-------------------------|
| Name: | KES LLC / 305 GROUP LLC |
| Document #: | |
| Order #: | 12038849 |

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|-----------------------------------|--------------------------|--|-------------------------|--|
| Certified Copy of Arts & Amend: | <input type="checkbox"/> | | | |
| Plain Copy: | <input type="checkbox"/> | | | |
| Certificate of Good Standing: | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | | | |
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Amount: \$ 50.00

Thank you!

ARTICLES OF MERGER

of

KES LLC,
a Florida limited liability company (the "Merging Entity")

with and into

305 GROUP, LLC,
a Florida limited liability company (the "Surviving Entity")

Date: August 9, 2019

FILED
2019 AUG -9 AM 11:06
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

Pursuant to and in accordance with the provisions of Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Act"), the following Articles of Merger are submitted to merge the following Limited Liability Companies.

1. The name, entity type and jurisdiction of the Merging Entity is as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|-------------|---------------------|---------------------------------------|
| KES LLC | Florida | Limited Liability Company L1800028138 |

2. The name, entity type and jurisdiction of the Surviving Entity is as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|---------------|---------------------|---------------------------------------|
| 305 GROUP LLC | Florida | Limited Liability Company L1800029036 |

3. Plan of Merger; Approval. That certain Agreement and Plan of Merger, dated as of, and effective as of, the same date as these Articles of Merger, attached hereto as Exhibit A, has been approved and executed by (i) all of the Members of the Merging Entity in accordance with the applicable provisions of Sections 605.1021 – 605.1026 of the Act, and (ii) all of the members of the Surviving Entity in accordance with Section 605.1023 of the Act.

4. Effective Date. The effective date of this merger shall be August 8, 2019.

5. Appraisal Rights. The Surviving Entity has agreed to pay to any members with appraisal rights the amount to which such members are entitled under Sections 605.1006 and 605.1061 through 605.1072 of the Act, if and to the extent such statutory provisions are applicable to this merger.

6. Counterparts; Facsimile Signatures. These Articles of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

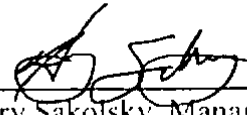
constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of these Articles of Merger.

[Signature page follows]

The undersigned have executed these Articles of Merger as of the date first set forth above.

MERGING ENTITY:

KES LLC, a Florida limited liability company

By: _____
Kerry Sakolsky, Manager

SURVIVING ENTITY:

305 GROUP LLC, a Florida limited liability company


By: _____
Kerry Sakolsky, Manager

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

(See Attached)

AGREEMENT AND PLAN OF MERGER

between

KES LLC,
a Florida limited liability company

and

305 GROUP LLC,
a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of August 9, 2019, by and between **KES LLC**, a Florida limited liability company ("Merged Company") and **305 GROUP LLC**, a Florida limited liability company ("Surviving Company," and together with Merged Company, the "Constituent Entities").

Background:

WHEREAS, Merged Company is a limited liability company duly organized under the laws of the State of Florida and Surviving Company is a limited liability company duly organized under the laws of the State of Florida;

WHEREAS, Kerry Sakolsky is the Manager of Merged Company, which is owned as follows:

| <u>MEMBER</u> | <u>UNITS</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------|--------------|----------------------------|
| Kerry Sakolsky | 80 | 66 2/3% |
| Eileen Sakolsky | 40 | 33 1/3% |
| <u>Total</u> | | <u>100%</u> |

WHEREAS, Kerry Sakolsky is the Manager of Surviving Company, which is owned as follows:

| <u>MEMBER</u> | <u>UNITS</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------------|--------------|----------------------------|
| Kerry Sakolsky | 25 | 25% |
| Caroline Gelabert Noh | 25 | 25% |
| David Sakolsky | 25 | 25% |
| Jacob Sakolsky | 25 | 25% |
| <u>Total</u> | | <u>100%</u> |

WHEREAS, each of the Constituent Entities, and its respective Manager and Members have determined that it is advisable and in the best interests of Merged Company and Surviving Company that Merged Company be merged with and into Surviving Company (hereinafter called the "Merger"), on the terms and conditions set forth herein and in accordance with the applicable provisions of the Florida Revised Limited Liability Company Act (the "Act"); and

WHEREAS, Surviving Company's limited liability company existence under the laws of the State of Florida shall not be affected in any manner by reason of the Merger, except as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merged Company and Surviving Company, have agreed and do hereby agree as follows:

Terms:

1. **Merger.** Merged Company and Surviving Company shall be merged into a single limited liability company, in accordance with applicable provisions of the Act, by Merged Company merging with and into Surviving Company, with Surviving Company as the surviving limited liability company.

2. **Effect of Merger.** From and after the filing of the Articles of Merger with the Florida Department of State, the Constituent Entities shall be a single limited liability company, which shall be Surviving Company as the surviving limited liability company, and the separate existence of Merged Company shall cease except to the extent provided by the laws of the State of Florida, while the existence of Surviving Company shall continue unaffected and unimpaired, except as set forth herein. Surviving Company shall continue to be governed by the laws of the State of Florida and Surviving Company shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under Florida law. Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Entities. All property, real, personal and mixed, all debts due on whatever account, all other chooses of action, and all and every other interest of or belonging to or due to each of the Constituent Entities, shall be taken and deemed to be transferred to and vested in Surviving Company without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Entities, shall not revert or be in any way impaired by reason of such merger. Surviving Company shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if such merger had not taken place, or Surviving Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the merger.

3. **Articles of Organization and Operating Agreement of Surviving Company.** The Articles of Organization and Operating Agreement of Surviving Company in effect immediately prior to the Effective Date (as defined herein) shall, upon the Merger becoming

effective, be and remain the Articles of Organization and Operating Agreement of Surviving Company until the same shall be altered, amended or repealed.

4. **Management of Surviving Company.** The Manager of Surviving Company in effect immediately prior to the Effective Date shall, upon the Merger becoming effective, be and remain the Manager of Surviving Company until his or her successors are elected and qualified.

5. **Conversion of Units/Membership Interests.** The manner of converting the outstanding membership interests of Merged Company into Surviving Company shall be as follows:

(a) Each membership interest and all units of Merged Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger.

(b) The membership interest and units of Kerry Sakolsky shall be deemed converted into an additional 16 2/3 Units in Surviving Company, and the membership interest and units of Eileen Sakolsky shall be deemed converted into 8 1/3 Units in Surviving Company; and the Percentage Interests of remaining members in Surviving Company shall be reduced accordingly, such that the ownership of Surviving Company immediately following the Merger shall be as follows:

| <u>MEMBER</u> | <u>UNITS</u> | <u>PERCENTAGE INTEREST</u> |
|-----------------------|---------------------|---------------------------------------|
| Kerry Sakolsky | 41 2/3 | 33 1/3% |
| Caroline Gelabert Noh | 25 | 20% |
| David Sakolsky | 25 | 20% |
| Jacob Sakolsky | 25 | 20% |
| Eileen Sakolsky | 8 1/3 | 6 2/3% |
| <u>Total</u> | <u>125</u> | <u>100%</u> |

(c) Upon the filing of the Articles of Merger, each of Kerry Sakolsky and Eileen Sakolsky shall be substituted as members of the Surviving Company with respect to the additional Units granted to them hereunder without any further action or consents being so required and shall have all rights, duties and obligations of a Member under the operating agreement of Surviving Company.

6. **Surrender of Certificates.** Each record holder of an outstanding certificate or certificates which represents membership interests of Merged Company immediately prior to the Merger, if any, shall surrender such certificate or certificates pursuant to this Agreement and such certificates shall be cancelled.

7. **Further Assurances.** If at any time after the Effective Date, Surviving Company shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Surviving Company, according to the terms hereof, the title to any property rights of the Constituent Entities, the last acting managers of the Constituent Entities, as the case may be, shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Surviving Company, and otherwise carry out the purposes of this Agreement.

8. **Approval By Members.** This Agreement shall be approved by the respective Manager of each Constituent Entity and submitted to the respective Members of each Constituent Entity for approval as provided by the Act. If duly adopted by the requisite vote of such Members, the Articles of Merger meeting the requirements the Act shall be filed immediately in the appropriate office in Florida.

9. **Effective Date.** The merger of Merged Company and Surviving Company shall become effective upon the filing of the Articles of Merger in accordance with the Act (the "Effective Date").

10. **Schedule of Members.** Upon the filing of the Articles of Merger, the schedule of members attached hereto as Exhibit A shall replace in full Exhibit A to the operating agreement of Surviving Company and shall be appended to the same.

11. **Covenants of Surviving Company.** Surviving Company covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its membership interests or any rights to acquire any such membership interests prior to the Effective Date.

12. **Covenants of Merged Company.** Merged Company covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its membership interests or any rights to acquire any such membership interests prior to the Effective Date.

13. **Termination.** Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by the Manager of either of the Constituent Entities at any time prior to filing of the Articles of Merger.


14. **Counterparts.** This Agreement may be executed in several counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the Constituent Entities caused this Agreement to be executed by its duly authorized Managers on the date first set forth above.

MERGED COMPANY:

KES LLC, a Florida limited liability company

By: _____
Kerry Sakolsky, a Manager

SURVIVING COMPANY:

305 GROUP LLC, a Florida limited liability company


By: _____
Kerry Sakolsky a Manager

EXHIBIT A

**MEMBERS, ADDRESSES, INITIAL CAPITAL CONTRIBUTIONS, NUMBER OF
UNITS AND PERCENTAGE INTERESTS FOR 305 GROUP LLC**

Effective as of 8/9/2019

| Name | Address | Initial Capital Contribution | Number of Units | Percentage Interest |
|--------------------------|---|---|----------------------------|--------------------------------|
| Kerry Sakolsky | 3350 SW 27 th Ave. Apt. 1206 Miami, FL 33133 | \$500,000 | 41 2/3 | 33 1/3 |
| Caroline Gelabert Noh | 1842 Vista Del Verde Dr. Glendale, CA 91208 | \$300,000 | 25 | 20% |
| David Sakolsky | 10561 SW 71 st Ave. Miami, FL 33156 | \$300,000 | 25 | 20% |
| Jacob Sakolsky | 3339 Virginia Street Unit PH2 Coconut Grove, FL 33133 | \$300,000 | 25 | 20% |
| Eileen Sakolsky | 3350 SW 27 th Ave. Apt. 1206 Miami, FL 33133 | \$100,000 | 8 1/3 | 6 2/3% |
| Totals | | \$1,500,000 | 125 | 100% |