

L1900016127

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

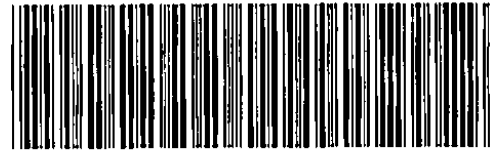
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



80033349947

09/16/19--0102--027

2019 SEP 16 PM 12:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SEP 16 2019

(MCBRAYER)

September 11, 2019

Amendment Section
Florida Department State
P. O. Box 6327
Tallahassee, FL 32314

Re: Articles of Merger

Dear Sir or Madam:

Enclosed please find Articles of Merger of Treitz & Simms Realty, LLC, a Kentu limited liability company, with and into Treitz Realty, LLC, a Florida limited liability compa Also enclosed is a check in the amount of \$50.00 to cover the filing fee. Please file and return filed-stamped copy to me.

If you have any questions or concerns, please contact me at (502) 327-5400.

Sincerely,



Shelley A. Kidder
Paralegal

SAK
Enclosures

ARTICLES OF MERGER
of
TREITZ & SIMMS REALTY, LLC
with and into
TREITZ REALTY, LLC

FILED

SEP 16 P

**SECRETARY OF STATE
TALLAHASSEE, FL**

The following Articles of Merger are hereby executed and filed by Treitz & Simms Realty, LLC, a Kentucky limited liability company ("KY Realty") and Treitz Realty, LLC, a Florida limited liability company (the "Company") pursuant to KRS 275.345 and KRS 275.360 of the Kentucky Limited Liability Act (the "Kentucky Act") and Sections 605.1021 – 605.1026 of the Florida Revised Limited Liability Company Act (the "Florida Act") for the purpose of merging KY Realty with the Company under the Agreement and Plan of Merger among KY Realty and the Company dated as of the 1st day of July, 2019, which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Plan of Merger").

FIRST: The Plan of Merger was submitted to the members of KY Realty and was approved by all of the members in accordance with the Kentucky Act.

SECOND: The Plan of Merger was submitted to the Manager and all the members of the Company and was approved by the Manager and all the members of the Company in accordance with the Florida Act.

THIRD: The Company is the surviving business entity. The Company existed before the merger and is a Florida domestic limited liability company.

FOURTH: The Articles of Organization and the Operating Agreement of the Company have not been amended and are unaffected by the merger.

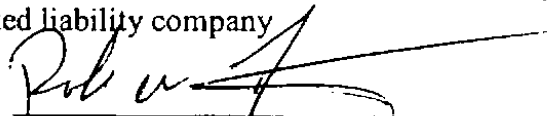
FIFTH: The Company agrees to pay any members with appraisal rights the amount to which the members are entitled under Sections 506.1006 and 605.1061-605.1072 of the Florida Act.

SIXTH: These Articles of Merger shall be effective as of July 1, 2019, or the date the Articles of Merger are filed with the Secretary of State's office, whichever is later.

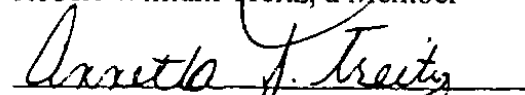
IN WITNESS WHEREOF, the Company, the surviving business entity under the Plan Merger, and KY Realty have caused their names to be subscribed to these Articles of Merger by and through their duly authorized members and manager, respectively.

TREITZ & SIMMS REALTY, LLC, a Kentucky
limited liability company

By:



Robert William Treitz, a Member

By:

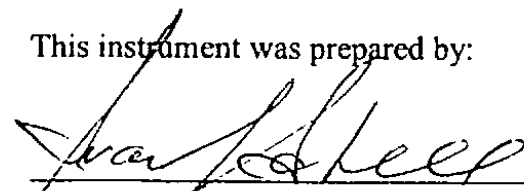

Annetta J. Treitz, a Member

TREITZ REALTY, LLC, a Florida limited liability
company

By:


Robert William Treitz, Manager

This instrument was prepared by:


Ivan J. Schell

McBrayer PLLC

500 W. Jefferson Street, Suite 2400

Louisville, Kentucky 40202

(502) 327-5400

AGREEMENT AND PLAN OF MERGER

BETWEEN

TRIETZ & SIMMS REALTY, LLC
(a Kentucky limited liability company)

AND

TREITZ REALTY, LLC
(a Florida limited liability company)

THIS AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2019 (the “Agreement”), is between Treitz & Simms Realty, LLC, a Kentucky limited liability company (“KY Realty”), and Treitz Realty, LLC, a Florida limited liability company (“FL Realty”).

WITNESSETH:

WHEREAS, FL Realty desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of KY Realty by means of a merger of KY Realty with FL Realty, whereby FL Realty shall be the surviving entity (the “Merger”);

WHEREAS, Sections 275.345-275.365 of the Kentucky Limited Liability Company Act (the “Kentucky Act”) and Sections 605.1021-605.1026 of the Florida Revised Limited Liability Company Act (the “Florida Act”), authorize the merger of a Kentucky limited liability company with and into a Florida limited liability company;

WHEREAS, FL Realty and KY Realty now desire to effect the Merger;

WHEREAS, all of the members of both FL Realty and KY Realty and the manager of KY Realty have approved this Agreement and the consummation of the Merger; and

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1 *The Merger.*

(a) After satisfaction or, to the extent permitted hereunder, waiver of conditions to the Merger, as FL Realty and KY Realty shall determine, FL Realty, which shall be the surviving entity, shall file articles of merger with the Secretary of State of the State of Florida and Commonwealth of Kentucky and make all other filings or recordings required by Kentucky and Florida laws in connection with the Merger.

(b) The Merger shall become effective as of July 1, 2019, or upon the filing of the Articles of Merger with the last of the Secretary of State of the Commonwealth of Kentucky and the Secretary of State of the State of Florida, or such later time as may be provided for in the Articles of Merger (the "Effective Time");

(c) At the Effective Time, KY Realty shall be merged with and into FL Realty, whereupon the separate existence of KY Realty shall cease, and FL Realty shall be the surviving entity of the Merger (the "Surviving Company") in accordance with Section 275 of the Kentucky Act and Section 605.1026 of the Florida Act; and

(d) The Surviving Company shall retain its limited liability.

ARTICLE II

CONVERSION OF LIMITED LIABILITY COMPANY INTERESTS

Section 2.1 *Conversion of Interests.* At the Effective Time:

(a) Each limited liability company interest of KY Realty outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof.

(b) Each limited liability company interest of FL Realty outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving Company.

ARTICLE III

ARTICLES OF ORGANIZATION, OPERATING AGREEMENT AND MANAGEMENT

Section 3.01. *Certificate of Formation.* The Articles of Organization of FL Realty in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company. The name of the Surviving Company shall be Treitz Realty, LLC.

Section 3.02. *Operating Agreement.* The operating agreement of FL Realty in effect immediately prior to the Effective Time shall be the operating agreement of the Surviving Company.

Section 3.03. *Manager.* The manager of FL Realty immediately prior to the Effective Time shall be the manager of the Surviving Company.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. *Representations and Warranties of FL Realty.* FL Realty hereby represents and warrants that it:

(a) is a limited liability company duly formed and validly existing under laws of the State of Florida, and has all the requisite power and authority to own, lease operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business in the State of Florida, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its articles of organization or operating agreement; and

(d) has full power and authority to execute and deliver this Agreement and consummate the Merger and the other transactions contemplated by this Agreement.

Section 4.02. ***Representations and Warranties of KY Realty.*** KY Realty hereby represents and warrants that it:

(a) is a limited liability company duly organized and validly existing under the laws of the Commonwealth of Kentucky, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business in the Commonwealth of Kentucky, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its articles of organization or operating agreement; and

(d) has full corporate power and authority to execute and deliver this Agreement and consummate the Merger and the other transactions contemplated by this Agreement.

ARTICLE V

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

Section 5.01. ***Transfer, Conveyance and Assumption.*** At the Effective Time, FL Realty shall continue in existence as the Surviving Company, and without further transfer, shall own and possess all of the rights, privileges and powers of KY Realty, and all of the assets and property of whatever kind and character of KY Realty shall vest in FL Realty without further deed; thereafter, FL Realty, as the Surviving Company, shall be liable for all of the liabilities and obligations of KY Realty, and any claim or judgment against KY Realty may be enforced against FL Realty, as the Surviving Company, in accordance with Section 275.365 of the Kentucky Act and Section 605.1026 of the Florida Act.

Section 5.02. **Further Assurances.** If at any time FL Realty shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of KY Realty otherwise to carry out the provisions hereof, the proper representatives of KY Realty shall execute and deliver any and all proper deeds, assignments and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company, and otherwise to carry out the provisions hereof.

ARTICLE VI CONDITIONS TO THE MERGER

Section 6.01. **Conditions to the Obligations of Each Party.** The obligations of FL Realty and KY Realty to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time:

(a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(b) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained; and

(c) this Agreement shall have been adopted by the holders of at least a majority of the outstanding voting power of FL Realty and KY Realty in accordance with the requirements of their respective operating agreements, the Kentucky Act and the Florida Act.

ARTICLE VII TERMINATION

Section 7.01. **Termination.** This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of KY Realty and FL Realty; or

(b) by either KY Realty or FL Realty, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining FL Realty or KY Realty from consummating the Merger shall be entered and such judgment, injunction, order or decree shall become final and nonappealable.

Section 7.02. **Effect of Termination.** If this Agreement is terminated pursuant to Section 7.01, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. *Amendments; No Waivers.*

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed on behalf of FL Realty and KY Realty.

(b) No failure or delay by any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of rights or remedies provided by law.

Section 8.02. *Integration.* All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, among KY Realty and FL Realty, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between KY Realty and FL Realty with respect to the subject matter hereof.

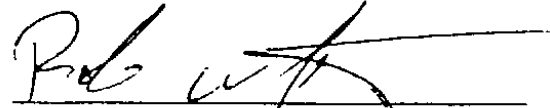
Section 8.03. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

Section 8.04. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and State of Florida.

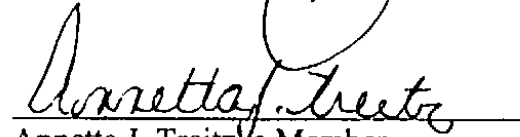
Section 8.05. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be d
executed by their respective authorized representatives as of the day and year first above writte

TREITZ & SIMMS REALTY, LLC



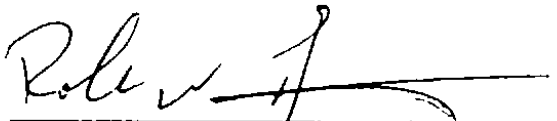
Robert William Treitz, a Member



Annetta J. Treitz, a Member

("KY Realty")

TREITZ REALTY, LLC

By: 

Robert William Treitz, Manager

(the "FL Realty")