

L200000 33342

(Requestor's Name)

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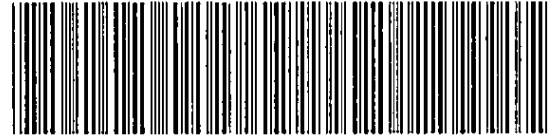
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
20 MAR 17 11:24
2020 MAR 17 10:43

MAR 18 2020

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

ACCOUNT NO. : I20000000195

REFERENCE : 231959 8148693

AUTHORIZATION :

COST LIMIT : \$ 80.00

ORDER DATE : March 16, 2020

ORDER TIME : 9:34 AM

ORDER NO. : 231959-005

CUSTOMER NO: 8148693

ARTICLES OF MERGER

TERRALIMA, LLC

INTO

TERRALIMA, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY
☐ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Terralima, 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:

Kevin Carmichael

Contact Person

Wood, Buckel & Carmichael

Firm/Company

2150 Goodlette Road N, Sixth Floor

Address

Naples, FL 34102

City, State and Zip Code

jih@wbclawyers.com

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

For further information concerning this matter, please call:

Kevin Carmichael at (239) 552-4100

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

**Articles of Merger
For
Florida Limited Liability Company**

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>
Terralima, LLC	FL	Limited Liability Company
Terralima, LLC	SC	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>
Terralima, 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).

FILED
20 MAR 17 4:11:24
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE, FLORIDA

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 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.

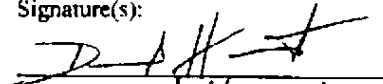
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

Terralima, LLC, a Florida LLC



Daniel Huerta, Manager

Terralima, LLC, a South Carolina LLC



Daniel Huerta, Manager

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

Fees: 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

Certified Copy (optional):

\$30.00

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is made this 4th day of MARCH 2020, by and between Terralima, LLC, a South Carolina limited liability company with a principal place of business in Charleston, Charleston County, South Carolina (hereinafter referred to as the "Terralima SC"), Terralima, LLC, a Florida limited liability company with a principal place of business in Naples, Collier County, Florida (hereinafter referred to as the "Terralima Fla"), Nelson Orlando Huerta and Daniel Huerta, individuals and Sole Members of Terralima SC and Terralima Fla ("Sole Members") and Daniel Huerta as Manager of Terralima SC and Terralima Fla ("Manager")

WHEREAS, the Manager and Sole Members of the Terralima SC and the Terralima Fla deem it desirable and in the best interests of each of the companies that the Terralima SC be merged into the Terralima Fla in order that the operations of the company may continue its operations from Naples, Florida.

WHEREAS, Daniel in his capacity as Manager of Terralima SC and Terralima Fla deems it desirable and in the best interests of each of the companies that Terralima SC be merged into Terralima Fla in order that the operations of the company may continue its operations from Naples, Florida.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein provided, said companies agree as follows:

1. The names of the constituent legal entities are as follows:
 - (a) Terralima, LLC, a South Carolina limited liability company; and
 - (b) Terralima, LLC, a Florida limited liability company.
2. The membership interests of the members of the Terralima SC and of the Terralima Fla respectively are as follows:

(a) Terralima SC:	Nelson Orlando Huerta - 99% membership interest Daniel Huerta - 1% membership interest
(b) Terralima Fla:	Nelson Orlando Huerta - 99% membership interest Daniel Huerta - 1% membership interest
3. The Terralima SC shall be merged with and into the Terralima Fla in accordance with the provisions of 31 M.R.S.A. § 1641, *et seq.* and §§ 605.1021 – 605.1026, Florida Statutes (F.S.) (the "Merger").
4. Upon the Effective Date of the Merger: (a) the Terralima SC shall cease to exist as a separate legal entity; (b) the Terralima Fla shall be the surviving entity, and possess all of the rights, privileges, immunities, powers, purposes and contracts of the Terralima SC; and (c) all property, real, personal and mixed, or interests therein, and all debts due on whatever accounts,

and all other choses in action, and all and every other interest, of or belonging to or due to the Terralima SC, including but not limited to any and all tax benefits, deductions, losses, and other incidences, whether income tax or otherwise, any and all employment contracts or employment agreements naming the Terralima SC as employer, any leases naming the Terralima SC as a lessor or lessee, and any and all other legal documents naming the Terralima SC as a party, debtor, guarantor, or otherwise, shall be taken and be deemed to be transferred to and vested in the Terralima Fla without further act or deed, and the title to any real or personal property, or any interest therein, vested in the Terralima SC shall not revert or be in any way impaired by reason of such merger and the rights of creditors or any liens upon the property of the Terralima SC shall not be impaired by such merger.

5. All of the provisions of the Certificate of Formation of the Terralima SC and the Articles of Organization of the Terralima Fla, as they exist on this date, shall continue without change after the Effective Date of the Merger, until subsequently amended pursuant to law. The Terralima Fla hereby adopts the Operating Agreement (the "LLC Agreement") annexed hereto as Exhibit A. Such Operating Agreement shall be the limited liability company agreement of the Terralima Fla and shall come into force immediately upon the effectiveness of the merger and shall remain in force until subsequently amended pursuant to law.

6. **Terms of Merger:**

A. **Certificate of Merger.** Upon the execution of this Agreement, the Terralima SC and the Terralima Fla shall execute, by and through their duly authorized Member/Managers, Articles of Merger and Certificate of Merger similar to the ones attached hereto as Exhibit B. The Articles of Merger shall be filed by the Terralima SC with the SC Secretary of State, and the Certificate of Merger shall be filed by the Terralima Fla with the Florida Secretary of State immediately upon execution.

B. **Surrender of Membership Interest** Simultaneously with the execution of the Articles of Merger and Certificate of Merger, the Sole Members shall transfer 100% of their Terralima SC Membership Interest, unencumbered, to Terralima Fla in return for 100% of the Member Interests of Terralima Fla. Upon the transfer of Terralima SC Membership Interest to Terralima Fla, the Sole Members will own 100% the Member Interests of Terralima Fla (as below), the Member interests of Terralima SC shall be cancelled and Terralima SC shall cease its operating existence.

Nelson Orlando Huerta - 99% membership interest
Daniel Huerta - 1% membership interest

C. The parties hereto acknowledge receipt of a copy of the Agreement and waive any and all notice requirements and rights to dissent set forth in 31 M.R.S.A. §1642, and in §605.1023, F.S., as well the rights of appraisal, if any, set forth in §§ 605.1006 and 605.1061-605.1072 F.S.

7. **Representations and Warranties of the Terralima SC and the Terralima Fla.** Terralima SC and the Terralima Fla hereby separately represent and warrant, each for itself, as follows:

A. Organization, Standing, and Authority. The Terralima SC is a SC limited liability company duly organized, validly existing and in good standing under its State of Organization. The Terralima Fla is a Florida limited liability company duly organized, validly existing and in good standing under its State of Organization. The Terralima SC and the Terralima Fla each has full power and authority to carry on its business as now conducted and to operate its business and execute and deliver this Agreement and perform the terms of this Agreement.

B. Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by it have been duly and validly authorized by all necessary action on its part and on the part of its Members, as the case may be. The Agreement is a legal, valid and binding obligation enforceable against the limited liability company in accordance with the terms of this Agreement.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by it, nor compliance by the limited liability company with any of the provisions of this Agreement will (i) conflict with or result in a breach of any provision of its Certificate of Formation, Articles of Organization or the LLC Agreement, or (ii) constitute or result in the breach of any terms, conditions or provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration with respect to, or result in the creation of any lien, charge or encumbrance upon any property or assets of the limited liability company pursuant to any Note, Bond, Mortgage, Indenture, License, Agreement or other instrument or obligation to which the limited liability company is a party or by which it or any of its properties or assets may be bound, or (iii) violate any Order, Writ, Injunction, Decree, Statute, Rule or Regulation applicable to the limited liability company or its properties or assets.

8. Conditions Precedent to Merger. This Agreement and the obligations of the parties hereto shall be subject to the following conditions:

A. Approval and Authorization. This Agreement must be approved by the Sole Members.

B. Legal Proceeding. There shall be no actual or threatened action or proceedings by or before any court or other governmental body that shall represent a bona fide claim to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

C. Amendment, Waiver and Termination. By action of their respective governing bodies, the parties hereto may amend, modify, or supplement this Agreement in any respect, so long as the fundamental character of the Merger is not altered at any time before or after approval of this Agreement as set forth in Item 7(A) above.

9. Miscellaneous.

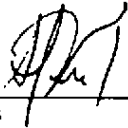

A. Entire Agreement. Except as otherwise expressly provided, this Agreement contains the entire agreement of the parties hereto with respect to the transactions herein contemplated and supersedes all prior arrangements or understandings with respect to these transactions, whether written or oral. The terms and conditions of this Agreement shall

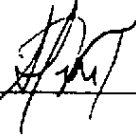
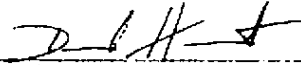
inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any party, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

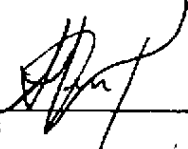
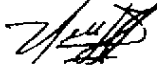
B. **Captions.** The captions contained in this Agreement are for reference purposes only and shall not constitute any part of this Agreement.


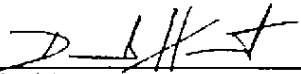
C. **Governing Law.** This Agreement shall be governed by and be construed in accordance with the laws of the State of South Carolina and the State of Florida separately, each for itself.

In Witness Whereof, each of the parties hereto has caused this Agreement to be executed and attested to on its behalf and by its duly authorized officers on the day and year first above written.

Witness 
Terralima, LLC, a South Carolina limited liability company
By: 
Nelson Orlando Huerta
Member

Witness 
By: 
Daniel Huerta
Member and Manager

Witness 
Terralima, LLC, a Florida limited liability company
By: 
Nelson Orlando Huerta
Member

Witness 
By: 
Daniel Huerta
Member and Manager

20 MAR 17 AM 11:26

FILED