

# L20000038004

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(Requestor's Name)

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(Address)

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(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

\_\_\_\_\_  
(Business Entity Name)

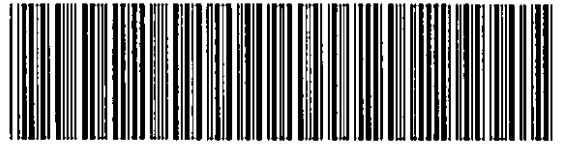
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(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

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03/27/20--01007--001 \*\*25.00

05/11/20--01003--003 \*\*25.00

FILED  
CUSHING  
MAY 27 2020  
20 MAY 27 PM 3:42

*Money*

MAY 7 2020

D CUSHING

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Tonto Properties, 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:

Garvin B. Bowden, Esq.

\_\_\_\_\_  
Contact Person

Gardner Bist Bowden Bush Dee LaVia & Wright, P.A.

\_\_\_\_\_  
Firm/Company

1300 Thomaswood Drive

\_\_\_\_\_  
Address

Tallahassee, Florida 32308

\_\_\_\_\_  
City, State and Zip Code

garvin@gbwlegal.com

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

For further information concerning this matter, please call:

Garvin B. Bowden

at ( 850 ) 385-0070

\_\_\_\_\_  
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

20 APR 27 PM 3:48

SEARCHED  
SERIALIZED  
INDEXED  
FILED



2020 APR 27 5:12:22  
FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 16, 2020

GARVIN B. BOWDEN, ESQ  
GARDNER BIST BOWDEN BUSH DEE LAVIA & WRI  
1300 THOMASWOOD DRIVE  
TALLAHASSEE, FL 32308

SUBJECT: TONTO PROPERTIES, LLC  
Ref. Number: L20000038004

We have received your document for TONTO PROPERTIES, LLC and your check(s) totaling \$25.00. However, the document has not been filed and is being retained in this office for the following:

The Filing Fee for this merger is a total of \$50.00. It is \$25.00 for each entity involved in the merger. So we need a balance of \$25.00 before we can file this merger.

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.

Diane Cushing  
Senior Section Administrator

Letter Number: 020A00007972

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

20 APR 27 PM 3:18  
RECEIVED  
CLERK OF THE COURT  
JUDICIAL CIRCUIT IN AND FOR  
THE COUNTY OF PALM BEACH

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>
Tonto Properties, LLC	NY	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>
Tonto Properties, LLC	FL	limited liability company
_____	_____	_____

L20 - 3800

**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:

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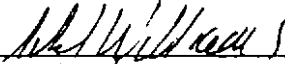

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**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**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:
Tonto Properties, LLC-NY entity		Michael Williams
Tonto Properties, LLC-FL entity		Michael Williams

- 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

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

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "*Agreement*"), dated as of this <sup>9<sup>th</sup></sup> day of March, 2020, by and between Tonto Properties, LLC, a New York limited liability company (the "*Terminating LLC*"), and Tonto Properties, LLC, a Florida limited liability company (the "*Surviving LLC*"). The Terminating LLC and the Surviving LLC are sometimes referred to herein individually, as a "*Party*" and collectively, as the "*Parties*."

### WITNESSETH:

**WHEREAS**, the Terminating LLC and the Surviving LLC, together with the respective members thereof, deem it advisable and in the best interest of said limited liability companies and their respective members to merge the Terminating LLC with and into the Surviving LLC pursuant to the provisions of the Limited Liability Company Law of the State of New York (the "*NY LLC Law*") and the Limited Liability Company Law of the State of Florida (the "*FL LLC Law*"), upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and premises set forth herein, and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

1. The Merger. The Terminating LLC and the Surviving LLC shall, pursuant to the provisions of the NY LLC Law and the FL LLC Law, be merged with and into a single limited liability company, to wit, Tonto Properties, LLC, a Florida limited liability company, which shall be the Surviving LLC from and after the Effective Date (as defined herein), and which shall continue to exist as the Surviving LLC under its present name pursuant to the provisions of the FL LLC Law. The separate existence of the Terminating LLC shall cease at the Effective Date, in accordance with the provisions of the NY LLC Law (such actions are collectively referred to herein as the "*Merger*").

2. Articles of Organization. The articles of organization of the Surviving LLC as in effect immediately prior to the Effective Date will be the articles of organization of the Surviving LLC and will continue in full force and effect until amended as therein provided in accordance with the FL LLC Law.

3. Operating Agreement. The operating agreement of the Surviving LLC as in effect immediately prior to the Effective Date will be the operating agreement of the Surviving LLC and will continue in full force and effect until changed, altered or amended as therein provided and in accordance with the FL LLC Law.

4. Members and Managers. The members and managers of the Surviving LLC immediately prior to the Effective Date shall be the members and managers of the Surviving LLC after the Effective Date, all of whom shall hold their offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the operating agreement of the Surviving LLC.

5. Units To Be Exchanged. On the Effective Date, each issued and outstanding unit of the Terminating LLC, together with all options and warrants to acquire units of the Terminating LLC, shall be converted on a one for one basis into units of the Surviving LLC and options and warrants to acquire units of the Surviving LLC.

6. Filings. If the transactions contemplated by this Agreement are approved and adopted by the members of the Terminating LLC and the Surviving LLC in accordance with the provisions of the NY LLC Law and the FL LLC Law, the Parties will cause to be executed and filed any documents required to be filed under the NY LLC Law and the FL LLC Law in order to effectuate the Merger.

7. Effect of the Merger. On the Effective Date, the Surviving LLC, without further act, shall succeed to and be vested with: (a) all the rights, privileges, powers and authority of the Terminating LLC; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Terminating LLC; and (c) all of the rights of creditors of the Terminating LLC shall be preserved unimpaired, all liens upon the property of the Terminating LLC shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Terminating LLC shall thenceforth remain with or be attached to, as the case may be, the Surviving LLC and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

8. Effective Date for the Merger. The Merger shall become effective on the date and at the time of filing of the certificate of merger with the Department of State of the State of New York and the Secretary of State of the State of Florida (the "*Effective Date*").

9. Amendment. This Agreement may be amended by the Parties at any time before or after approval of the Merger by the members of the Terminating LLC and the Surviving LLC; provided; however, that after such member approval, no amendment shall be made without the further approval of members of the Terminating LLC and the Surviving LLC. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the New York LLC Law.

11. Termination. Notwithstanding the full approval and adoption of this Agreement, the Agreement may be terminated, by either the Terminating LLC or the Surviving LLC, at any time

prior to the filing of any requisite merger documents with the Department of State of the State of New York or the Secretary of State of the State of Florida.


**[Signature Page To Follow]**




IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by a duly authorized officer as of the date first set forth above.

**TONTO PROPERTIES, LLC (NY)**

**TONTO PROPERTIES, LLC (FL)**

  
By: Michael Williams, as Trustee of THE MISC  
INVESTMENT TRUST dated October 23, 1987  
Its: Sole Member

  
By: Michael Williams, as Trustee of THE MISC  
INVESTMENT TRUST dated October 23, 1987  
Its: Sole Member