

L2000007989.

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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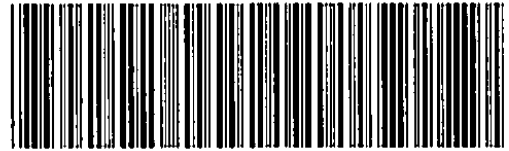
(Business Entity Name)

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MAY 20 2020
C McNAIR



Lawn & LeBlanc
Law Group

5070 Highway A1A, Suite 221
Vero Beach, FL 32963

April 29, 2020

201411

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Navidar Group LLC
1.20000079896

To Amendment Section, Division of Corporations:

The enclosed Articles of Merger (with the Plan of Merger) and filing fee are submitted for fil

Please return all correspondence concerning this matter to:

Stephanie M. LeBlanc
Lawn & LeBlanc, PLLC
5070 Highway A1A, Suite 221
Vero Beach, FL 32963
stephanie@verobeachlawgroup.com

For further information, please do not hesitate to contact me at 772-231-1212.

Thank you,

Stephanie M. LeBlanc
For the Firm

Enclosures

Copy to: Client

2011

**ARTICLES / CERTIFICATE OF MERGER OF
NAVIDAR HOLDINGS LLC
AND NAVIDAR GROUP LLC
INTO NAVIDAR GROUP LLC**

The following Articles / Certificate of Merger are submitted in accordance with Sec 605.1025 of the Florida Revised Limited Liability Company Act (the "FRLCA") and Sec 1003 of the New York Limited Liability Company Law.

First:

The name and jurisdiction of the surviving company:

NAVIDAR GROUP LLC FLORIDA DOCUMENT NO. L2000007989

The surviving company filed its
initial articles of organization on
March 12, 2020.

Second:

The name and jurisdiction of each merging company:

NAVIDAR HOLDINGS LLC NEW YORK DOCUMENT NO. 484035

The merging company filed its
initial articles of organization on
October 27, 2015.

Third:

The surviving company is NAVIDAR GROUP LLC. The articles of organization of surviving company are attached as Exhibit A.

Fourth:

The plan of merger was approved and executed by the members of NAVIDAR GROUP L and NAVIDAR HOLDINGS LLC on April 13, 2020.

Fifth:

The merger shall become effective on the date and time that these Articles of Merger accepted by the Florida Department of State, Division of Corporations.

Sixth:

The participation of NAVIDAR HOLDINGS LLC in the merger is permitted by the jurisdiction of organization or formation and is in compliance therewith.

The participation of NAVIDAR GROUP LLC in the merger is permitted by the jurisdiction of organization or formation and is in compliance therewith.

Seventh:

It is agreed that, upon the merger becoming effective, the surviving company:

- a. Designates the Secretary of State of the State of New York as the Surviving Company's upon whom process against it may be served. The address within or without the State of York to which the Secretary of State shall mail a copy of any process against the Surv Company served upon the Secretary of State is 11700 SE LAUREL LANE HOBE SOUND, FLORIDA, 33455.
- b. Agrees to promptly pay to the members of each domestic limited liability compan amount, if any, to which they shall be entitled under the provisions of the New York Li Liability Company Law, and any applicable statute including the Florida Revised Li Liability Company Act with respect to appraisal rights.
- c. Agrees that the agreement of merger is on file at a place of business of the surviving li liability company at 11700 SE LAUREL LANE, HOBE SOUND, FLORIDA, 33455.
- d. Agrees to furnish a copy of the agreement of merger to any member the surviving and mei companys.

Eighth:

The undersigned company has caused this statement to be signed by a duly authorized me who affirms, under penalties of perjury, that the facts stated above are true and correct.

Dated: 4/18/20

NAVIDAR GROUP LLC

By: 

PHILIP B. POOL, JR.

MANAGER

Dated: 4/18/20

NAVIDAR HOLDINGS LLC

By: 

PHILIP B. POOL, JR.

MANAGER

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of April 13, 2020, by and between NAVIDAR GROUP LLC, a Florida limited liability company ("**Acquiror**"), and NAVIDAR HOLDINGS LLC, a New York limited liability company (the "**Company**" and collectively with the Acquiror, the "**Parties**").

RECITALS

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making determination that this Agreement and such transactions are advisable and fair to, and in the interests of, their respective company and its members.

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms subject to the conditions set forth herein, the Company, in accordance with the Florida Revised Limited Liability Company Act (the "**FRLLCA**") and New York Limited Liability Company Law (the "**NYLLCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving company (the "**Merger**").

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement **NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the Preamble.

"**Agreement**" has the meaning set forth in the Preamble.

"**Company**" has the meaning set forth in the Preamble.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the members of the Company as set forth in Section 2.4, which shall be at the time and on the date that articles of merger are accepted by the Florida Department of State, Division of Corporations.

"**FRLLCA**" has the meaning set forth in the RECITALS.

"**NYLLCA**" has the meaning set forth in the RECITALS.

"**Merger**" has the meaning set forth in the RECITALS.

"**Parties**" has the meaning set forth in the Preamble.

"**Surviving Company**" has the meaning set forth in Section 2.1.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FRLICA and NYLLCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving company (the "**Surviving Company**"). The effects and consequences of the Merger shall be as set forth in Agreement, the FRLICA and NYLLCA.

2.2 Organizational Documents. The articles of organization of the Acquiror then in effect at Effective Time (attached hereto as Exhibit A), shall be the articles of organization of the Surviving Company until thereafter amended as provided therein or by the FRLICA and NYLLCA.

2.3 Members. The members and manager(s) of the Acquiror immediately prior to the Effective Time shall be the members and manager(s) of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of organization and operating agreement of the Surviving Company or as otherwise provided by the FRLICA.

2.4 Member Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the members of each of the Parties.

2.5 Tax Identification Number. The tax identification number (EIN) of the Company shall be attributable and belonging to the Acquiror on the Effective Time of the Merger.

ARTICLE III: CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion of Interests. On the Effective Time of the Merger, all of the membership interests of the Parties participating in the Merger are owned by the same individuals in identical proportions. All the interests of the Company shall be surrendered and cancelled.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted such debts, liabilities, obligations and duties.

3.3 Rights of Dissenting Members. Notwithstanding any provision of this Agreement to the contrary, membership interests issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented

thereto in writing, and who has properly exercised appraisal rights in accordance FRLICA and NYLLCA (such interests being referred to collectively as the "Dissenting Interests" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the FRLICA and NYLLCA with respect to such interests) shall not be converted as provided in Section 3.1, but instead shall be entitled to only such rights as are granted by said Sections of FRLICA and NYLLCA; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws, or loses the right to appraisal, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided under the FRLICA and NYLLCA, such membership interests shall be treated as if they had been converted pursuant to Section 3.1 as of the Effective Time, without interest thereon, upon surrender of such Certificate (as hereinafter defined) formerly representing such interests.

ARTICLE IV: OTHER PROVISIONS

4.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail as a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or on the [third] day after the date mailed, by certified or registered mail, return receipt requested postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.1):

If to the Acquiror, to:

NAVIDAR GROUP LLC
11700 SE LAUREL LANE
HOBE SOUND, FLORIDA, 33455
Attention: PHILIP B. POOL, JR.

with a copy (which shall not constitute notice to the Acquiror) to:

LAWN & LEBLANC, PLLC
5070 HWY A1A, SUITE 221
VERO BEACH, FL 32963
Attention: STEPHANIE M. LEBLANC, ESQ.

If to the Company, to:

NAVIDAR HOLDINGS LLC
11700 SE LAUREL LANE
HOBE SOUND, FLORIDA, 33455
Attention: PHILIP B. POOL, JR.

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.2 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings.

representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.3 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto, their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.8 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Martin County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.9 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

NAVIDAR GROUP LLC

By: 

PHILIP B. POOL, JR.

MANAGER

NAVIDAR HOLDINGS LLC

By: 

PHILIP B. POOL, JR.

MANAGER

EXHIBIT A

SURVIVING COMPANY ARTICLES OF ORGANIZATION

EXHIBIT A
ARTICLES OF ORGANIZATION FOR NAVIDAR GROUP LLC

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000079896
FILED 8:00 AM
March 12, 2020
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

NAVIDAR GROUP LLC

Article II

The street address of the principal office of the Limited Liability Company is:

11700 SE LAUREL LANE
HOBE SOUND, FL. US 33455

The mailing address of the Limited Liability Company is:

11700 SE LAUREL LANE
HOBE SOUND, FL. US 33455

Article III

The name and Florida street address of the registered agent is:

STEPHANIE M LEBLANC
5070 HIGHWAY A1A
SUITE 221
VERO BEACH, FL. 32963

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: STEPHANIE M. LEBLANC



Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
PHILIP B POOL JR.
11700 SE LAUREL LANE
HOBE SOUND, FL. 33455 US

L20000079896
FILED 8:00 AM
March 12, 2020
Sec. Of State
jafason

Signature of member or an authorized representative

Electronic Signature: STEPHANIE M. LEBLANC

I am the member or authorized representative submitting these Articles of Organization and affirm that facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.