

3/25/2021

Division of Corporations

Florida Department of State  
Division of Corporations  
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To:

Division of Corporations  
Fax Number : (850)617-6380

From:

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Account Number : 072262000447  
Phone : (561)842-3000  
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## MERGER OR SHARE EXCHANGE

VSC 300, LLC

Certificate of Status	0
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*Merger*

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March 26, 2021

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

VSC 300, LLC  
11621 KEW GARDENS AVENUE  
SUITE 109  
PALM BEACH GARDENS, FL 33410

SUBJECT: VSC 300, LLC  
REF: L20000298672

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

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.

Yasemin Y Sulker  
Regulatory Specialist III

FAX Aud. #: H21000120594  
Letter Number: 321A00006405

Fax Audit No.: H21000120594 3

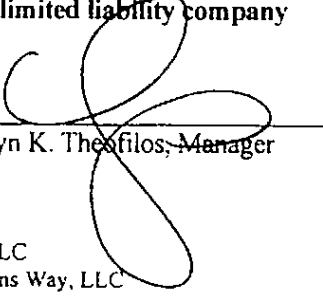
**ARTICLES OF MERGER**(Pursuant to Section 607.1105 of  
Florida Business Corporation Act)

VSC 300, LLC, a Florida limited liability company, hereinafter referred to as the "Surviving Company," and 2402 Captains Way, LLC, a Florida limited liability company, hereinafter called the "Absorbed Company", in accordance with Section 605.1025 of the Florida Revised Limited Liability Company Act ("Act"), hereby agree to the following Articles of Merger:

1. The Surviving Company, VSC 300, LLC, is a limited liability company governed by the laws of Florida.
2. The Absorbed Company, 2402 Captains Way, LLC, is a limited liability company governed by the laws of Florida.
3. Surviving Company and Absorbed Company entered into a Plan of Merger attached hereto as Exhibit A.
4. The Plan of Merger has been approved by Absorbed Company on or before the date of signing, in accordance with the provisions of §605.1021-605.1026 of the Act.
5. The Plan of Merger was approved by the sole Member of Surviving Company on or before the date of signing, in accordance with the provisions of the Act.
6. The Effective Date of the merger shall be the date upon which these Articles of Merger are filed with the Secretary of State, State of Florida.

**SURVIVING COMPANY:**

VSC 300, LLC,  
a Florida limited liability company

By:   
Kathryn K. Theofilos, Manager

VSC 300, LLC  
2402 Captains Way, LLC  
Articles of Merger

**ABSORBED COMPANY:**

2402 CAPTAINS WAY, LLC,  
a Florida Limited Liability Company

By:   
Kathryn K. Theofilos, Manager

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## Exhibit A

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**PLAN OF MERGER**

This Plan of Merger dated this 17<sup>th</sup> day of March 2021, between VSC 300, LLC, a Florida limited liability company, hereinafter referred to as the "Surviving Company," and 2402 Captains Way, LLC, a Florida limited liability company, hereinafter referred to as the "Absorbed Company."

**RECITALS**

- A. Absorbed Company is a limited liability company organized under the laws of the State of Florida; and
- B. Surviving Company is a limited liability company organized under the laws of the State of Florida; and
- C. The Member of Surviving Company is the following:  
Kathryn K. Theofilos
- D. The Members of Absorbed Company are the following:  
Kathryn K. Theofilos
- E. The Member and Manager of Surviving Company believe that it is desirable and in the best business interest of Surviving Company to merge with Absorbed Company, pursuant to the provisions of Chapter 605, Florida Statutes (the "Act"); and
- F. The Member and Manager of the Absorbed Company deem it desirable and in the best business interests of Absorbed Company that the Absorbed Company be merged with and into the Surviving Company pursuant to the provisions of the Act; and
- G. As a result of the Merger and in accordance with the terms of this Agreement, Absorbed Company will cease to have a separate company existence; all of the issued and outstanding membership interests of the Member will be surrendered to Surviving Company in exchange for the membership interests in the Surviving Company.

NOW THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, Absorbed Company and Surviving Company agree as follows:

Section One. Merger. Absorbed Company shall merge with and into Surviving Company whereby Surviving Company shall be the sole and only remaining business organization.

Section Two. Terms and Conditions. On the Effective Date of the merger, as hereinafter

defined, the separate existence of the Absorbed Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, and franchises, and all the property of the Absorbed Company, including, without limitation, real, personal, and mixed property of the Absorbed Company, without the necessity for any separate transfer, all of which shall be governed by Florida law. The Surviving Company shall thereafter be responsible and liable for the legitimate and lawful liabilities and obligations of the Absorbed Company, and neither the rights of legitimate and lawful creditors nor any liens on the property of the Absorbed Company shall be impaired by the merger hereof.

Section Three. Conversion of Membership Interests. On the Effective Date of the merger, all issued and outstanding membership interests of Absorbed Company shall be surrendered to Surviving Company and the manner and basis of the converting of the membership interests of the Absorbed Company shall be as follows:

(a) The membership interests of the Absorbed Company issued and outstanding on the Effective Date of the merger held in the name of the Members shall be converted and exchanged for membership interests of the Surviving Company.

(b) All consideration made upon the surrender of membership interests pursuant to this Section 3 shall be deemed to have been made in full satisfaction of all rights pertaining to the membership interests.

Section Four. Articles of Organization of Surviving Company. The Articles of Organization of the Surviving Company shall continue to be the Articles of Organization following the Effective Date of the merger.

Section Five. Management. The Manager of the Surviving Company on the Effective Date of the merger shall continue as the Manager of the Surviving Company.

Section Six. Name of Surviving Company. The name of the Surviving Company shall be VSC 300, LLC.

Section Seven. Prohibited Transactions. Neither the Absorbed Company nor the Surviving Company shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed Company and Surviving Company may take all action necessary or appropriate under the laws of the State of Florida to consummate this

merger.

Section Eight. Property. At and after the Effective Date, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits owned by Absorbed Company as of the Effective Date, or which would otherwise inure to Absorbed Company, shall immediately, by operation of law and without any conveyance or transfer and without any further act or deed, be vested in and become the property of the Surviving Company, which shall have, hold and enjoy the same in its own right as fully and to the same extent as the same were possessed, held and enjoyed by Absorbed Company before the Effective Date. The Surviving Company shall be deemed to be and shall be a continuation of the entity and identity of Absorbed Company. All of the rights and obligations of Absorbed Company shall not revert or in any way be impaired by reason of the Merger. Any claim existing, or action or proceeding pending, by or against Absorbed Company, may be prosecuted to judgment with right of appeal as if the Merger had not taken place or the Surviving Company may be substituted in its place.

Section Nine. Representations and Warranties of Absorbed Company. Absorbed Company represents and warrants to Surviving Company that each of the following is true and accurate in all material respects:

(a) Absorbed Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Member of Absorbed Company, (i) Absorbed Company has all of the requisite power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Absorbed Company; and (iii) this Agreement is the valid and binding agreement of Absorbed Company, enforceable against Absorbed Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

(c) The Act requires the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the affirmative vote of the Member of Absorbed Company. No other law or regulation requires any other vote of the Member of the Absorbed Company membership interests in respect of this Agreement or the transactions contemplated hereby.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Member of the Absorbed Company), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization or Operating Agreement of Absorbed Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party which has not approved hereof to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Absorbed Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Absorbed Company or give rise to any meritorious cause of action against Absorbed Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Ten. Representations and Warranties of Surviving Company. Surviving Company represents and warrants to Absorbed Company that each of the following is true and accurate in all material respects:

(a) Surviving Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to conduct its business and operations as presently conducted.

(b) The execution and delivery of this Agreement, the consummation of the transactions

contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of the Members of the Surviving Company), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization or Operating Agreement of Surviving Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Surviving Company is a party or by which Surviving Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Surviving Company is a party or by which Surviving Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Surviving Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Surviving Company or give rise to any meritorious cause of action against Surviving Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Twelve. Approval. This Plan of Merger shall be required to be approved by the Member of the Absorbed Company and by the Member of the Surviving Company in the manner provided by the applicable laws of the State of Florida.

Section Thirteen. Further Assurance of Title. Pursuant to this Plan of Merger, and subject to the approval of the Members, the Absorbed Company agrees by merger that all of its rights, title and interest in and to all of the assets of the Absorbed Company shall be transferred to the Surviving Company. If at any time the Surviving Company shall consider or be advised that any acknowledgement or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Company any right, title or interest of the Absorbed Company held immediately prior to the Effective Date of the merger, the Absorbed Company and its proper members and manager shall and will execute and deliver all such acknowledgements or assurances in law and all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Company that shall be necessary to carry out the purposes of this Plan of



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Merger, and the Surviving Company or the proper officers and directors thereof are fully authorized to take any and all such action in the name of the Absorbed Company or otherwise.

Section Fourteen. Book Entries. As of the Effective Date entries shall be made upon the books of the Surviving Company in accordance with the following: The assets and legitimate and lawful liabilities of the Absorbed Company shall be recorded at the amounts at which they are carried on the books of the Absorbed Company immediately prior to the Effective Date.

Section Fifteen. Effective Date of Merger. The Effective Date of the merger shall be the date upon which the Articles of Merger are filed with the Secretary of State, State of Florida.

Section Sixteen. Closing Matters. The obligations of Absorbed Company and Surviving Company shall be subject to the approval of this Plan of Merger by Members holding not less than a majority of the membership interests of Surviving Company and the members holding a majority of the membership interests of Absorbed Company.

Section Seventeen. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Executed on behalf of the parties by their officers and managers, sealed with their corporate seals, as applicable, pursuant to the authorization of their respective members, managers, boards of directors and Members on the date first above written.

[Signature Page to Follow]

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**SURVIVING COMPANY:**

**VSC 300, LLC,**  
**a Florida limited liability company**

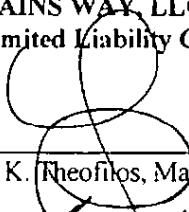
By:   
Kathryn K. Theofilos, Manager

Attest: 

Print Name: Kent Drechsler

**ABSORBED COMPANY:**

**2402 CAPTAINS WAY, LLC,**  
**a Florida Limited Liability Company**

By:   
Kathryn K. Theofilos, Manager

Attest: 

Print Name: Kent Drechsler