

L200000376206

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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000438743200

10/29/24--01022--018 **25.00

12/10/24--01005--015 **25.00

FILED
2024 DEC 10 PM 8:14
U.S. DISTRICT COURT
DISTRICT OF COLUMBIA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 19, 2024

TODD WATSON
CADENCE PARTNERS, LLC
617 VIRGINIA DR
ORLANDO, FL 32803

SUBJECT: NORTHSTAR GP, LLC
Ref. Number: L20000376206

We have received your document for NORTHSTAR GP, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

THE FILING FEE FOR ARTICLES OF MERGER FOR LLC'S IS \$25.00 PER LLC, SO AN ADDITIONAL \$25.00 IS DUE FOR THIS 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) 245-6000.

Rebekah Lefeavers
Regulatory Specialist III

Letter Number: 624A00025327



**CADENCE
PARTNERS**

617 VIRGINIA DRIVE, ORLANDO, FL 32803, www.cadencepartnersllc.com

November 25, 2024

Division of Corporations
Attn: Rebekah Lefeathers
2415 North Monroe Street
Suite 810
Tallahassee, FL 32303

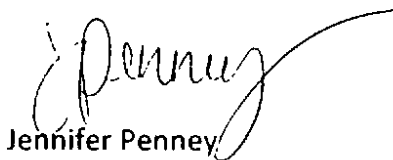
RE: Letter # 624A00025327 – Denial of Merger – Northstar GP, LLC (surviving entity) and Northstar GP2

Dear Rebekah,

Please find the enclosed additional check payment that should have accompanied the document package for the merger between Northstar GP, LLC (L20000376206) and Northstar GP 2, LLC (Document # L23000418076). Northstar GP, LLC is the surviving entity. The merger package was received in your office on 10/28/2024. A denial letter (Letter # 624A00025327) was mailed back to us stating it was denied, however we have not received the denial letter. The denial was for lack of payment for the additional entity in the amount of \$25. We only enclosed \$25 originally. I am enclosing an additional \$25 for the 2nd entity here, as advised by the Division of Corporations representative on 11.25.24 at 2:40pm. I have also enclosed the Cover Letter and Articles of Merger for your reference.

Please feel free to contact me at 407-435-9245 if you need any additional information.
Thank you for your assistance.

Sincerely,



Jennifer Penney

Enclosures: check #1030, Cover letter, Articles of Merger

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Northstar GP, 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:

Todd Watson

Contact Person

Cadence Partners, LLC

Firm/Company

617 Virginia Drive

Address

Orlando, FL 32803

City, State and Zip Code

Todd@cadencepartnersllc.com

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

For further information concerning this matter, please call:

Todd Watson

at (407) 489-0042

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. 605.1023, 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>
Northstar GP 2, LLC	Florida	Limited Liability Company
		23000418076

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>
Northstar GP, LLC	Florida	Limited Liability Company
		20000376200

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
2023 10 17 3:44

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:

October 17, 2024

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:
Northstar GP, LLC		Todd W. Watson
Northstar GP 2, LLC		Todd W. Watson
_____	_____	_____
_____	_____	_____

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

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

**SECOND AMENDMENT TO LIMITED LIABILITY
COMPANY AGREEMENT FOR NORTHSTAR GP, LLC**

THIS SECOND AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT OF NORTHSTAR GP, LLC, a Florida limited liability company (“**Amendment**”) is entered into as of the 1st day of October, 2023, by and among **Cadence Partners, LLC**, a Florida limited liability company (“**Cadence Member**”), **NuView IRA Company Custodian FBO Stephen Whitley** (“**Whitley Member**”) and **Northstar GP, LLC**, a Florida limited liability company (“**Company**” or “**Northstar 1**”).

RECITALS:

A. The members of Northstar 1 (the “**Northstar 1 Members**”) formed **NORTHSTAR GP, LLC**, a Florida limited liability company, on December 7, 2020 by filing the Articles of Organization with the Secretary of State of the State of Florida.

B. The Northstar 1 Members entered into that certain Limited Liability Company Agreement of Northstar GP, LLC on December 10, 2020 (the “**Original Agreement**”), which concerns and governs the business, assets, and operations of Northstar 1, the Northstar 1 Members’ respective rights and obligations relating to Northstar 1 and its management, and the Northstar 1 Members’ respective interests in the Profits, Losses, capital and liabilities of Northstar 1.

C. The Northstar 1 Members entered into the Amendment to Limited Liability Company Agreement of Northstar GP, LLC dated as of June 10, 2022 (“**First Amendment**”), where the Northstar 1 Members amended the Original Agreement (the Original Agreement as amended by the First Amendment are collectively, the “**Agreement**”) to provide for inclusion of new Class B Members and provision for new phased capital contributions related to Phase I of the Project (Buildings 1, 2 and 5), and make provision for future contributions, at the Northstar 1 Members option, to participate in Phase II of the Project (Buildings 3 and 4).

D. The members of Northstar 2 (defined below) (“**Northstar 2 Members**”) formed **NORTHSTAR GP 2, LLC**, a Florida limited liability company (“**Northstar 2**”) on September 7, 2023 by filing the Articles of Organization with the Secretary of State of the State of Florida.

E. The Northstar 2 Members entered into that certain Limited Liability Company Agreement of Northstar GP 2, LLC on October 10, 2023 (the “**Northstar 2 Agreement**”), which concerns and governs the business, assets, and operations of Northstar 2, the Northstar 2 Members’ respective rights and obligations relating to Northstar 2 and its management, and the Northstar 2 Members’ respective interests in the Profits, Losses, capital and liabilities of the Northstar 2.

F. Northstar 2 comprises the same members as Northstar 1, each holding identical percentage membership interests in both companies, with each member’s interests and capital contributions following the merger being delineated on **Amendment Exhibit A** attached hereto and made a part hereof.

G. The manager of Northstar 1 and Northstar 2 and the Northstar 1 Members and Northstar 2 Members approved a plan of merger to merge the two limited liability companies, with the surviving company being Northstar 1.

F. The parties desire to amend the Agreement as necessary to effectuate that merger.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Capitalized Terms. The statements contained in the recitals set forth above are true and correct and are incorporated herein and made a part hereof. Capitalized terms set forth but not defined in this Amendment shall have the meanings set forth for such capitalized terms set forth in the Agreement.

2. Merger. The Northstar 1 and Northstar 2 Members have approved the merger of Company with Northstar 2, with Company being the surviving company. The Agreement, as amended by this Amendment, shall be the operating agreement of Company and the Northstar 2 Agreement shall be deemed null and void, and of no effect. The resulting member's interests and capital contributions following the merger are stated on Amendment Exhibit A.

3. Ratification; Conflict. Except as specifically modified and amended hereby, the Agreement remains in full force and effect and is ratified and confirmed. In the event of a conflict between the express terms of the Agreement and this Amendment, the terms and provisions of this Amendment shall control and be given effect.

4. Counterparts; Electronic Signature. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, signatures delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, shall be given the same legal force and effect as original signatures.

Remainder of Page Intentionally Left Blank

Signature Page Follows

IN WITNESS WHEREOF, the Manager, Northstar 1 Members, Northstar 2 Members and Northstar 1 have executed this Amendment as of the date set forth above.

CADENCE MEMBER/MANAGER:

CADENCE PARTNERS LLC, a
Florida limited liability company

By: Todd W. Watson
Todd W. Watson (Oct 17, 2024 14:52:12)
Todd W. Watson, Manager

Northstar 1:

NORTHSTAR GP, LLC,
a Florida limited liability company

By: Cadence Partners, LLC,
a Florida limited liability company,
its Manager

By: Todd W. Watson
Todd W. Watson (Oct 17, 2024 14:52:31)
Todd W. Watson, its Manager

MEMBER:

Polk Land Company, LLC

By: Michael Stuart
Michael Stuart (01/17/2024 10:13:01)
Michael Stuart

WHITLEY MEMBER:

NuView IRA Company Custodian
FBO Stephen Whitley

By: Stephen Whitley
Stephen Whitley (01/17/2024 10:13:01)
Stephen Whitley

MEMBER:

By: Ashley W. Rogale
Ashley W. Rogale (01/17/2024 10:13:01)
Ashley W. Rogale

MEMBER:

By: Sky Groden
Sky Groden (01/17/2024 10:13:01)
Sky Groden

MEMBER:

By: Clark Stranahan
Clark Stranahan (01/17/2024 10:13:01)
Clark Stranahan

MEMBER:

By: Brian Mulvaney
Brian Mulvaney (01/17/2024 10:13:01)
Brian Mulvaney

MEMBER:

By: Adrian Galeano
Adrian Galeano (01/17/2024 10:13:01)
Adrian Galeano

AMENDMENT EXHIBIT "A"

NORTHSTAR GP, LLC MEMBERSHIP (Consolidated Northstar GP, LLC and Northstar GP 2, LLC)					
	% SHARE	TOTAL INVESTEMENT	PHASE 1	PHASE 2	Add Capital
Cadence Partners, LLC	30.3%	\$1,099,257	\$771,530	\$299,970	\$27,757
NuView IRA Custodian for Stephen Whitley	30.3%	\$1,099,257	\$771,530	\$299,970	\$27,757
Brian Mulvaney	11.2%	\$405,498	\$284,505	\$110,756	\$10,237
Polk Land Company, LLC (Mike Stuart)	8.5%	\$307,143	\$215,497	\$83,892	\$7,754
Adrian Galeano	7.9%	\$285,055	\$200,000	\$77,859	\$7,196
Sky Groden	5.9%	\$213,791	\$150,000	\$58,394	\$5,397
Clark Stranahan	3.9%	\$142,527	\$100,000	\$38,929	\$3,598
Ashley W. Rogale	2.0%	\$71,264	\$50,000	\$19,465	\$1,799
TOTAL	100%	\$3,623,792	\$2,543,062	\$989,235	\$91,495











Northstar GP_ Second Amendment to LLC Agreement (Merger)(99944

Final Audit Report


2024-10-22


Created:	2024-10-17
By:	Jenny Penney (jenny@cadencepartnersllc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABARwPJSNW57yxPhL7goCTI8QCtkdK8qjLC


"Northstar GP_ Second Amendment to LLC Agreement (Merger) (99944" History


-  Document created by Jenny Penney (jenny@cadencepartnersllc.com)
2024-10-17 - 6:49:25 PM GMT
-  Document emailed to Michael Stuart (mdstuart30@gmail.com) for signature
2024-10-17 - 6:49:31 PM GMT
-  Document emailed to Brian Mulvaney (bmmul@msn.com) for signature
2024-10-17 - 6:49:31 PM GMT
-  Document emailed to Stephen Whitley (swhitley@whitleycapital.com) for signature
2024-10-17 - 6:49:31 PM GMT
-  Document emailed to Clark Stranahan (cstranahan@c4architecture.com) for signature
2024-10-17 - 6:49:31 PM GMT
-  Document emailed to Sky Groden (sky.groden@am.jll.com) for signature
2024-10-17 - 6:49:32 PM GMT
-  Document emailed to Ashley Rogale (ashleyrogale@gmail.com) for signature
2024-10-17 - 6:49:32 PM GMT
-  Document emailed to Adrian Galeano (adrian@cadencepartnersllc.com) for signature
2024-10-17 - 6:49:32 PM GMT
-  Document emailed to Todd Watson (todd@cadencepartnersllc.com) for signature
2024-10-17 - 6:49:32 PM GMT
-  Email viewed by Todd Watson (todd@cadencepartnersllc.com)
2024-10-17 - 6:52:25 PM GMT


 Signer Todd Watson (todd@cadencepartnersllc.com) entered name at signing as Todd W. Watson
2024-10-17 - 6:52:53 PM GMT

 Document e-signed by Todd W. Watson (todd@cadencepartnersllc.com)
Signature Date: 2024-10-17 - 6:52:55 PM GMT - Time Source: server


 Email viewed by Adrian Galeano (adrian@cadencepartnersllc.com)
2024-10-17 - 6:59:15 PM GMT

 Document e-signed by Adrian Galeano (adrian@cadencepartnersllc.com)
Signature Date: 2024-10-17 - 6:59:29 PM GMT - Time Source: server


 Email viewed by Clark Stranahan (cstranahan@c4architecture.com)
2024-10-17 - 10:12:41 PM GMT

 Document e-signed by Clark Stranahan (cstranahan@c4architecture.com)
Signature Date: 2024-10-17 - 10:13:05 PM GMT - Time Source: server


 Email viewed by Ashley Rogale (ashleyrogale@gmail.com)
2024-10-17 - 11:59:50 PM GMT

 Document e-signed by Ashley Rogale (ashleyrogale@gmail.com)
Signature Date: 2024-10-18 - 0:00:10 AM GMT - Time Source: server


 Email viewed by Sky Groden (sky.groden@am.jll.com)
2024-10-18 - 2:18:43 PM GMT


 Document e-signed by Sky Groden (sky.groden@am.jll.com)
Signature Date: 2024-10-18 - 2:23:37 PM GMT - Time Source: server


 Email viewed by Brian Mulvaney (bmmul@msn.com)
2024-10-19 - 5:28:57 PM GMT

 Document e-signed by Brian Mulvaney (bmmul@msn.com)
Signature Date: 2024-10-19 - 5:29:48 PM GMT - Time Source: server

 Email viewed by Stephen Whitley (swhitley@whitleycapital.com)
2024-10-22 - 12:49:40 PM GMT

 Document e-signed by Stephen Whitley (swhitley@whitleycapital.com)
Signature Date: 2024-10-22 - 12:50:27 PM GMT - Time Source: server

 Email viewed by Michael Stuart (mdstuart30@gmail.com)
2024-10-22 - 11:12:00 PM GMT

 Document e-signed by Michael Stuart (mdstuart30@gmail.com)
Signature Date: 2024-10-22 - 11:13:18 PM GMT - Time Source: server

✔ Agreement completed.

2024-10-22 - 11:13:18 PM GMT

**ACTION TAKEN WITHOUT MEETING OF THE MEMBERS AND
MANAGER OF NORTHSTAR GP, LLC, A FLORIDA LIMITED
LIABILITY COMPANY**

The Members and Manager of Northstar GP, LLC, a Florida limited liability company ("Company"), acting without a meeting pursuant to 605.04073(4) and the Company Articles of Organization or LLC Agreement, adopt the following resolutions:

Consent to Merger

RESOLVED: that the Members and Manager of Company consent to and approve the merger of Northstar GP 2, LLC, a Florida limited liability company, with and into Company, and authorize Manager to take all actions, and execute all documents, as necessary to effectuate such merger.

Approval of Plan of Merger

RESOLVED: that the Members and Manager of Company consent to and approve that certain Agreement and Plan of Merger by and between Company and Northstar GP 2, LLC, a Florida limited liability company, attached hereto as Exhibit "A" and made part hereof.

These resolutions are approved as actions of the Members and Manager of the Company without formal meeting, all as of October 17, 2024.

[SIGNATURES ON FOLLOWING PAGE]

CADENCE MEMBER/MANAGER:

CADENCE PARTNERS LLC, a
Florida limited liability company

By: Todd W. Watson
Todd W. Watson (Oct 17, 2021 14:55:07)

Todd W. Watson, Manager

MEMBER:

Polk Land Company, LLC

By: Michael Stuart
Michael Stuart (01/17/2014 11:50 EDT)
Michael Stuart

WHITLEY MEMBER:

NuView IRA Company Custodian
FBO Stephen Whitley

By: Stephen Whitley
Stephen Whitley (01/17/2014 11:50 EDT)
Stephen Whitley

MEMBER:

By: Ashley W. Rogale
Ashley W. Rogale (01/17/2014 11:50 EDT)
Ashley W. Rogale

MEMBER:

By: Sky Groden
Sky Groden (01/17/2014 11:50 EDT)
Sky Groden

MEMBER:

By: Clark Stranahan
Clark Stranahan (01/17/2014 11:50 EDT)
Clark Stranahan

MEMBER:

By: Brian Mulvaney
Brian Mulvaney (01/17/2014 11:50 EDT)
Brian Mulvaney

MEMBER:

By: Adrian Galeano
Adrian Galeano (01/17/2014 11:50 EDT)
Adrian Galeano

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Plan of Merger**") is made and entered into on October 1, 2024, by and between NORTHSTAR GP 2, LLC, a Florida limited liability company (the "**Merging LLC**"), and NORTHSTAR GP, LLC, a Florida limited liability company (the "**Surviving LLC**").

RECITALS

WHEREAS, the Members of the Merging LLC have resolved that it shall be merged, pursuant to the Florida Revised Limited Liability Company Act, with and into the Surviving LLC.

WHEREAS, the Members of the Surviving LLC have resolved that the Merging LLC shall be merged, pursuant to the Florida Revised Limited Liability Company Act, with and into the Surviving LLC.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with the following terms and conditions:

1. Recitals. The recitals set forth in the "Whereas" clauses above are true and correct and are hereby incorporated herein by reference.

2. Merger. The Manager of the Merging LLC and the Manager of the Surviving LLC hereby agree that the Merging LLC, at the Effective Date (as hereinafter defined), shall be merged with and into the Surviving LLC (the "**Merger**").

3. Effects of Merger.

3.1 Certain Effects of Merger. On the Effective Date, the separate existence of the Merging LLC shall cease and the Merging LLC shall be merged with and into the Surviving LLC which, as the surviving entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and shall be subject to all restrictions, disabilities and duties of the Merging LLC and all and singular, the rights, privileges, powers and franchises of the Merging LLC, and all property, real, personal and mixed, and all debts due to the Merging LLC on whatever account, and all other things in action or belonging to the Merging LLC shall be vested in the Surviving LLC, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of the Surviving LLC as they were of the Merging LLC, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in the Merging LLC shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging LLC shall be preserved unimpaired, and all debts, liabilities and duties of the Merging LLC shall thenceforth attach to the Surviving LLC and may be enforced against the Surviving LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving LLC. At

any time, or from time to time, after the Effective Date, the members of the Surviving LLC may, in the name of the Merging LLC, execute and deliver all such properties, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving LLC may deem necessary or desirable in order to vest, perfect or confirm in the Surviving LLC title to and possession of all of the Merging LLC's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Name of Surviving Entity; Articles of Organization; Operating Agreement.

4.1 Name of Surviving LLC. The name of the Surviving LLC from and after the Effective Date shall be NORTHSTAR GP, LLC.

4.2 Articles of Organization. The Articles of Organization of the Surviving LLC, as amended from time to time, as in effect on the date hereof, shall from and after the Effective Date continue to be the Articles of Organization of the Surviving LLC.

4.3 Operating Agreement. The Operating Agreement of the Surviving LLC, shall, from and after the Effective Date, be the Operating Agreement of the Surviving LLC.

5. Status of Membership Interests of Merging LLC and Surviving LLC. By virtue of the mutual identity and interests of the Members of the Merging Entity and the Surviving Entity, no additional membership interests shall be issued by reason of the Merger.

6. Management of Surviving Entity. Management of the Surviving Entity is vested in its Manager. The name and business address of the Manager is:

Cadence Partners, LLC, a Florida limited liability company
617 Virginia Drive
Orlando, Florida 32803

7. Miscellaneous.

7.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger, if the Members of Merging LLC or the Members of Surviving LLC duly adopt a resolution abandoning this Agreement and Plan of Merger.

7.2 Effective Date. The Effective Date of the Merger shall be as of October 1, 2024.

(Signature page follows.)

IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

Witnesses:

MERGING LLC:

NORTHSTAR GP 2, LLC

By: CADENCE PARTNERS, LLC,
its Manager

By: Todd W. Watson
Todd W. Watson Oct 17, 2024 14:55 EDT
Todd W. Watson, its Manager

Date: October 17, 2024

Adrian Galeano
Jennifer N. Penney

SURVIVING LLC:

NORTHSTAR GP, LLC

By: CADENCE PARTNERS, LLC,
its Manager

By: Todd W. Watson
Todd W. Watson Oct 17, 2024 14:55 EDT
Todd W. Watson, its Manager

Date: October 17, 2024

Adrian Galeano
Jennifer N. Penney











NorthStar Merger_ Resolution of Members and Manager of Northstar GP LLC(5254054

Final Audit Report

2024-10-23

Created:	2024-10-17
By:	Jenny Penney (jenny@cadencepartnersllc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWHGti7vZjZwaYIOvzqMSXqjzkowO_7Up

"NorthStar Merger_ Resolution of Members and Manager of Northstar GP LLC(5254054" History

-  Document created by Jenny Penney (jenny@cadencepartnersllc.com)
2024-10-17 - 6:40:20 PM GMT
-  Document emailed to Michael Stuart (mdstuart30@gmail.com) for signature
2024-10-17 - 6:40:25 PM GMT
-  Document emailed to Ashley Rogale (ashleyrogale@gmail.com) for signature
2024-10-17 - 6:40:25 PM GMT
-  Document emailed to Sky Groden (sky.groden@am.jll.com) for signature
2024-10-17 - 6:40:25 PM GMT
-  Document emailed to Brian Mulvaney (bmmul@msn.com) for signature
2024-10-17 - 6:40:26 PM GMT
-  Document emailed to Clark Stranahan (cstranahan@c4architecture.com) for signature
2024-10-17 - 6:40:26 PM GMT
-  Document emailed to Stephen Whitley (swhitley@whitleycapital.com) for signature
2024-10-17 - 6:40:26 PM GMT
-  Document emailed to Adrian Galeano (adrian@cadencepartnersllc.com) for signature
2024-10-17 - 6:40:26 PM GMT
-  Document emailed to Todd Watson (todd@cadencepartnersllc.com) for signature
2024-10-17 - 6:40:27 PM GMT
-  Email viewed by Todd Watson (todd@cadencepartnersllc.com)
2024-10-17 - 6:53:49 PM GMT



Adobe Acrobat Sign

-  Signer Todd Watson (todd@cadencepartnersllc.com) entered name at signing as Todd W. Watson
2024-10-17 - 6:55:25 PM GMT
-  Document e-signed by Todd W. Watson (todd@cadencepartnersllc.com)
Signature Date: 2024-10-17 - 6:55:27 PM GMT - Time Source: server
-  Email viewed by Adrian Galeano (adrian@cadencepartnersllc.com)
2024-10-17 - 6:58:45 PM GMT
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-  Email viewed by Brian Mulvaney (bmmul@msn.com)
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Signature Date: 2024-10-23 - 2:00:00 PM GMT - Time Source: server

✔ Agreement completed.

2024-10-23 - 2:00:00 PM GMT

**ACTION TAKEN WITHOUT MEETING OF THE MEMBERS AND
MANAGER OF NORTHSTAR GP 2, LLC, A FLORIDA LIMITED
LIABILITY COMPANY**

The Members and Manager of Northstar GP 2, LLC, a Florida limited liability company ("Company"), acting without a meeting pursuant to 605.04073(4) and the Company Articles of Organization or LLC Agreement, adopt the following resolutions:

Consent to Merger

RESOLVED: that the Members and Manager of Company consent to and approve the merger of Company with and into Northstar GP, LLC, a Florida limited liability company, and authorize Manager to take all actions, and execute all documents, as necessary to effectuate such merger.

Approval of Plan of Merger

RESOLVED: that the Members and Manager of Company consent to and approve that certain Agreement and Plan of Merger by and between Company and Northstar GP, LLC, a Florida limited liability company, attached hereto as Exhibit "A" and made part hereof.

These resolutions are approved as actions of the Members and Manager of the Company without formal meeting, all as of October 17, 2024.

[SIGNATURES ON FOLLOWING PAGE]

CADENCE MEMBER/MANAGER:

CADENCE PARTNERS LLC, a
Florida limited liability company

By: Todd W. Watson
Todd W. Watson Oct 17, 2024 14:50 (ET)

Todd W. Watson, Manager

MEMBER:

Polk Land Company, LLC

By: Michael Stuart
Michael Stuart (Oct 22, 2024 10:11 EDT)
Michael Stuart

MEMBER:

By: Ashley W. Rogale
Ashley W. Rogale (Oct 22, 2024 10:11 EDT)
Ashley W. Rogale

MEMBER:

By: Clark Stranahan
Clark Stranahan (Oct 22, 2024 10:11 EDT)
Clark Stranahan

MEMBER:

By: Adrian Galeano
Adrian Galeano (Oct 22, 2024 10:11 EDT)
Adrian Galeano

WHITLEY MEMBER:

NuView IRA Company Custodian
FBO Stephen Whitley

By: Stephen Whitley
Stephen Whitley (Oct 22, 2024 09:15 EDT)
Stephen Whitley

MEMBER:

By: Sky Groden
Sky Groden (Oct 22, 2024 10:11 EDT)
Sky Groden

MEMBER:

By: Brian Mulvaney
Brian Mulvaney (Oct 22, 2024 10:11 EDT)
Brian Mulvaney

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Plan of Merger**") is made and entered into on October 1, 2024, by and between NORTHSTAR GP 2, LLC, a Florida limited liability company (the "**Merging LLC**"), and NORTHSTAR GP, LLC, a Florida limited liability company (the "**Surviving LLC**").

RECITALS

WHEREAS, the Members of the Merging LLC have resolved that it shall be merged, pursuant to the Florida Revised Limited Liability Company Act, with and into the Surviving LLC.

WHEREAS, the Members of the Surviving LLC have resolved that the Merging LLC shall be merged, pursuant to the Florida Revised Limited Liability Company Act, with and into the Surviving LLC.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with the following terms and conditions:

1. Recitals. The recitals set forth in the "Whereas" clauses above are true and correct and are hereby incorporated herein by reference.

2. Merger. The Manager of the Merging LLC and the Manager of the Surviving LLC hereby agree that the Merging LLC, at the Effective Date (as hereinafter defined), shall be merged with and into the Surviving LLC (the "**Merger**").

3. Effects of Merger.

3.1 Certain Effects of Merger. On the Effective Date, the separate existence of the Merging LLC shall cease and the Merging LLC shall be merged with and into the Surviving LLC which, as the surviving entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and shall be subject to all restrictions, disabilities and duties of the Merging LLC and all and singular, the rights, privileges, powers and franchises of the Merging LLC, and all property, real, personal and mixed, and all debts due to the Merging LLC on whatever account, and all other things in action or belonging to the Merging LLC shall be vested in the Surviving LLC, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of the Surviving LLC as they were of the Merging LLC, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in the Merging LLC shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging LLC shall be preserved unimpaired, and all debts, liabilities and duties of the Merging LLC shall thenceforth attach to the Surviving LLC and may be enforced against the Surviving LLC to the same extent

as if said debts, liabilities and duties had been incurred or contracted by the Surviving LLC. At any time, or from time to time, after the Effective Date, the members of the Surviving LLC may, in the name of the Merging LLC, execute and deliver all such properties, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving LLC may deem necessary or desirable in order to vest, perfect or confirm in the Surviving LLC title to and possession of all of the Merging LLC's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Name of Surviving Entity; Articles of Organization; Operating Agreement.

4.1 Name of Surviving LLC. The name of the Surviving LLC from and after the Effective Date shall be NORTHSTAR GP, LLC.

4.2 Articles of Organization. The Articles of Organization of the Surviving LLC, as amended from time to time, as in effect on the date hereof, shall from and after the Effective Date continue to be the Articles of Organization of the Surviving LLC.

4.3 Operating Agreement. The Operating Agreement of the Surviving LLC, shall, from and after the Effective Date, be the Operating Agreement of the Surviving LLC.

5. Status of Membership Interests of Merging LLC and Surviving LLC. By virtue of the mutual identity and interests of the Members of the Merging Entity and the Surviving Entity, no additional membership interests shall be issued by reason of the Merger.

6. Management of Surviving Entity. Management of the Surviving Entity is vested in its Manager. The name and business address of the Manager is:

Cadence Partners, LLC, a Florida limited liability company
617 Virginia Drive
Orlando, Florida 32803

7. Miscellaneous.

7.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger, if the Members of Merging LLC or the Members of Surviving LLC duly adopt a resolution abandoning this Agreement and Plan of Merger.

7.2 Effective Date. The Effective Date of the Merger shall be as of October 1, 2024.

(Signature page follows.)

IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

Witnesses:

MERGING LLC:

NORTHSTAR GP 2, LLC

By: CADENCE PARTNERS, LLC,
its Manager

By: Todd W. Watson
Todd W. Watson, Oct 17, 2024 14:50:01
Todd W. Watson, its Manager

Date: October 17, 2024

Jenny Jennifer N. Penny
Adrian Galeano

SURVIVING LLC:

NORTHSTAR GP, LLC

By: CADENCE PARTNERS, LLC,
its Manager

By: Todd W. Watson
Todd W. Watson, Oct 17, 2024 14:50:01
Todd W. Watson, its Manager

Date: October 17, 2024

Jenny Jennifer N. Penny
Adrian Galeano











NorthStar Merger_ Resolution of Members and Manager of Northstar GP 2 LLC(5254052

Final Audit Report

2024-10-22

















Created:	2024-10-17
By:	Jenny Penney (jenny@cadencepartnersllc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmH_dZopOB9PbXX9xu4dQ3rB_tFwjzA8m

"NorthStar Merger_ Resolution of Members and Manager of Northstar GP 2 LLC(5254052" History

-  Document created by Jenny Penney (jenny@cadencepartnersllc.com)
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-  Document emailed to Michael Stuart (mdstuart30@gmail.com) for signature
2024-10-17 - 6:37:49 PM GMT
-  Document emailed to Ashley Rogale (ashleyrogale@gmail.com) for signature
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-  Document emailed to Sky Groden (sky.groden@am.jll.com) for signature
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-  Document emailed to Brian Mulvaney (bmmul@msn.com) for signature
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-  Document emailed to Adrian Galeano (adrian@cadencepartnersllc.com) for signature
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2024-10-17 - 6:44:37 PM GMT



Adobe Acrobat Sign

-  Signer Todd Watson (todd@cadencepartnersllc.com) entered name at signing as Todd W. Watson
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-  Signer Sky Groden (sky.groden@am.jll.com) entered name at signing as Sky Groden
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2024-10-19 - 5:30:44 PM GMT
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2024-10-22 - 11:11:14 PM GMT

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Signature Date: 2024-10-22 - 11:11:38 PM GMT - Time Source: server

 Agreement completed.

2024-10-22 - 11:11:38 PM GMT

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Plan of Merger**") is made and entered into on October 1, 2024, by and between NORTHSTAR GP 2, LLC, a Florida limited liability company (the "**Merging LLC**"), and NORTHSTAR GP, LLC, a Florida limited liability company (the "**Surviving LLC**").

RECITALS

WHEREAS, the Members of the Merging LLC have resolved that it shall be merged, pursuant to the Florida Revised Limited Liability Company Act, with and into the Surviving LLC.

WHEREAS, the Members of the Surviving LLC have resolved that the Merging LLC shall be merged, pursuant to the Florida Revised Limited Liability Company Act, with and into the Surviving LLC.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with the following terms and conditions:

1. Recitals. The recitals set forth in the "Whereas" clauses above are true and correct and are hereby incorporated herein by reference.

2. Merger. The Manager of the Merging LLC and the Manager of the Surviving LLC hereby agree that the Merging LLC, at the Effective Date (as hereinafter defined), shall be merged with and into the Surviving LLC (the "**Merger**").

3. Effects of Merger.

3.1 Certain Effects of Merger. On the Effective Date, the separate existence of the Merging LLC shall cease and the Merging LLC shall be merged with and into the Surviving LLC which, as the surviving entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and shall be subject to all restrictions, disabilities and duties of the Merging LLC and all and singular, the rights, privileges, powers and franchises of the Merging LLC, and all property, real, personal and mixed, and all debts due to the Merging LLC on whatever account, and all other things in action or belonging to the Merging LLC shall be vested in the Surviving LLC, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of the Surviving LLC as they were of the Merging LLC, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in the Merging LLC shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging LLC shall be preserved unimpaired, and all debts, liabilities and duties of the Merging LLC shall thenceforth attach to the Surviving LLC and may be enforced against the Surviving LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving LLC. At any time, or from time to time, after the Effective Date, the members of the Surviving LLC may, in the name of the Merging LLC, execute and deliver all such properties, assignments and other

instruments and take or cause to be taken all such further or other action as the Surviving LLC may deem necessary or desirable in order to vest, perfect or confirm in the Surviving LLC title to and possession of all of the Merging LLC's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Name of Surviving Entity; Articles of Organization; Operating Agreement.

4.1 Name of Surviving LLC. The name of the Surviving LLC from and after the Effective Date shall be NORTHSTAR GP, LLC.

4.2 Articles of Organization. The Articles of Organization of the Surviving LLC, as amended from time to time, as in effect on the date hereof, shall from and after the Effective Date continue to be the Articles of Organization of the Surviving LLC.

4.3 Operating Agreement. The Operating Agreement of the Surviving LLC, shall, from and after the Effective Date, be the Operating Agreement of the Surviving LLC.

5. Status of Membership Interests of Merging LLC and Surviving LLC. By virtue of the mutual identity and interests of the Members of the Merging Entity and the Surviving Entity, no additional membership interests shall be issued by reason of the Merger.

6. Management of Surviving Entity. Management of the Surviving Entity is vested in its Manager. The name and business address of the Manager is:

Cadence Partners, LLC, a Florida limited liability company
617 Virginia Drive
Orlando, Florida 32803

7. Miscellaneous.

7.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger, if the Members of Merging LLC or the Members of Surviving LLC duly adopt a resolution abandoning this Agreement and Plan of Merger.

7.2 Effective Date. The Effective Date of the Merger shall be as of October 1, 2024.

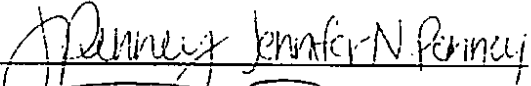

(Signature page follows.)

IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.


Witnesses:

MERGING LLC:

NORTHSTAR GP 2, LLC


 Adrian Goleaux

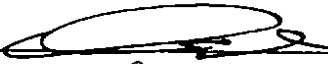
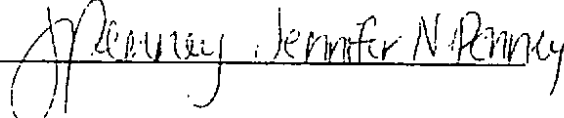
By: CADENCE PARTNERS, LLC,
its Manager

By: 
Todd W. Watson, its Manager

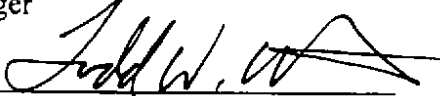
Date: October, 2024

SURVIVING LLC:

NORTHSTAR GP, LLC

 Adrian Goleaux
 Jennifer N. Penney

By: CADENCE PARTNERS, LLC,
its Manager

By: 
Todd W. Watson, its Manager

Date: October, 2024