

L2200002.98744

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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merger

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A. RAMSEY

JUL 18 2022

**Sunshine State Corporate Compliance Company**

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 07/15/2022

**\*\*WALK IN\*\***

ENTITY NAME MINERVINI PRIVATE ACCESS, LLC

DOCUMENT NUMBER \_\_\_\_\_

**\*\*PLEASE FILE THE ATTACHED AND RETURN\*\***

XXXXXX

*Plain Copy*

*Certified Copy*

*Certificate of Status*

**\*\*PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY\*\***

*Certified Copy of Arts & Amendments*

*Certificate of Good Standing*

**\*\*APOSTILLE / NOTARIAL CERTIFICATION\*\***

COUNTRY OF DESTINATION \_\_\_\_\_

NUMBER OF CERTIFICATES REQUESTED \_\_\_\_\_

TOTAL OWED \$50

ACCOUNT #: 120160000072

*E. R. F/M*

Please call Tina at the above number for any issues or concerns. Thank you so much!

**Articles of Merger**

The following Articles of Merger are submitted in accordance with Section 605.1025 of the Florida Revised Limited Liability Company Act.

**First:**

The name and jurisdiction of the merging limited liability company:

Minervini Private Access, LLC South Carolina

**Second:**

The name and jurisdiction of the surviving limited liability company:

Minervini Private Access, LLC Florida L22000298744

**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:**

This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.

**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:**

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

Dated: July 14, 2022

**Minervini Private Access, LLC.**  
a South Carolina limited liability company

Mark Minervini  
By: Mark Minervini (Jul 14, 2022 17:57:01)  
Name: Mark T. Minervini  
Title: Member

Dated: July 14, 2022

**Minervini Private Access, LLC.**  
a Florida limited liability company

Mark Minervini  
By: Mark Minervini (Jul 14, 2022 17:57:01)  
Name: Mark T. Minervini  
Title: Member

FILED  
2022 JUL 15 AM 8:36

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "**Agreement**") is dated as of July 14, 2022 by and between Minervini Private Access, LLC, a Florida limited liability company ("**Acquiror**"), located at 95024 Orchid Place, Fernandina Beach, Florida 32034, and Minervini Private Access, LLC, a South Carolina limited liability company (the "**Company**" and, collectively with the Acquiror, the "**Parties**").

### **RECITALS**

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

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

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable that no gain or loss will be recognized by the Parties as a result of the Merger under Subchapter K of the Internal Revenue Code of 1986, as amended; and

**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.

"**Company Membership Interest**" has the meaning set forth in Section 3.1(a).

"**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 each of the Parties as set forth in Section 2.4 which shall be at the time and on the date that articles of merger are filed with the Florida Department of State.

"**FRLLCA**" 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.

"**Surviving Company Membership Interest**" has the meaning set forth in Section 3.1(a).

Any other terms defined herein have the meaning so given them.

### **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, 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 this Agreement and the FRLICA.

2.2 Organizational Documents. The operating agreement of the Acquiror then in effect at the Effective Time shall be the operating agreement of the Surviving Company until thereafter amended as provided therein or by the FRLICA, and the articles of organization of the Acquiror then in effect at the Effective Time, shall be the articles of organization of the Surviving Company until thereafter amended as provided therein or by the FRLICA.

2.3 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.

### **ARTICLE III: CONVERSION OR CANCELLATION OF MEMBERSHIP INTEREST**

3.1 Conversion or Cancellation of Membership Interest. The manner and basis of converting the Company's membership interest ("**Company Membership Interest**") into membership interests, obligations, or other securities of the Surviving Company or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Company Membership Interest into rights to acquire membership interests, obligations, or other securities of the Surviving Company or, in whole or in part, into cash or other property, are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's members:

- (a) All of the Company Membership Interest issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive validly issued, fully paid and non-assessable membership interests, of the Surviving Company ("**Surviving Company Membership Interest**");
- (b) All of the Company Membership Interest that is owned by the Acquiror or the Company will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and
- (c) All of the membership interest of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

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 all such debts, liabilities, obligations and duties.

### **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 of 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 (d) 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 4.2):

If to the Acquiror, to:

Minervini Private Access, LLC  
95024 Orchid Place  
Fernandina Beach, Florida 32034  
Attention: Mark T. Minervini  
Email: qrg@att.net

If to the Company, to:

Minervini Private Access, LLC  
1514 Chianni Lane  
Myrtle Beach, South Carolina 29579  
Attention: Mark T. Minervini  
Email: qrg@att.net

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 and 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 the County of Nassau 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.

***[Signature Page Follows]***

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

MINERVINI PRIVATE ACCESS, LLC  
a South Carolina limited liability company

Mark Minervini  
By Mark Minervini (Jul 14, 2022 17:48 EDT)  
Name: Mark T. Minervini  
Title: Member

MINERVINI PRIVATE ACCESS, LLC  
a Florida limited liability company

Mark Minervini  
By Mark Minervini (Jul 14, 2022 17:48 EDT)  
Name: Mark T. Minervini  
Title: Member