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Division of Corporations

No. 0062

L23 000169961

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MERGER OR SHARE EXCHANGE

Richelson Enterprises, LLC

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**ARTICLES OF MERGER
OF
RICHELSON ENTERPRISES, LLC,
A NEW YORK LIMITED LIABILITY COMPANY
INTO
RICHELSON ENTERPRISES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

M01-305
L23-169961

1. Richelson Enterprises, LLC, a New York limited liability company ("Richelson Enterprises (NY)") (Document Number: M01000000305) and Richelson Enterprises, LLC, a Florida limited liability company ("Richelson Enterprises (FL)") (Document Number: L23000169961) are parties to the Merger with Richelson Enterprises (FL) being the Surviving Company, as that term is defined in the Plan of Merger.
2. The Agreement of Merger and Plan of Merger is attached hereto as Exhibit A.
3. The date on which the Merger shall be effective ("Effective Date") shall be midnight April 10, 2023, or as soon thereafter as these Articles of Merger are filed with the office of the Florida Department of State.
4. On April 10, 2023, the sole Manager and sole Member of Richelson Enterprises (NY) adopted a resolution approving the Plan of Merger.
5. On April 10, 2023, the sole Manager and sole Member of Richelson Enterprises (FL) adopted a resolution approving the Plan of Merger.

[Signature page to follow]

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[Signature page to the Certificate of Merger and Articles of Merger of Richelson Enterprises, LLC]

THESE CERTIFICATE OF MERGER and ARTICLES OF MERGER have been signed
by Richelson Enterprises (NY) on this 10th day of April, 2023.

RICHELSON ENTERPRISES, LLC

By: Eric Richelson
Eric Richelson, Manager

THESE CERTIFICATE OF MERGER and ARTICLES OF MERGER have been signed
by Richelson Enterprises (FL) on this 10th day of April, 2023

RICHELSON ENTERPRISES, LLC

By: Eric Richelson
Eric Richelson, Manager

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**EXHIBIT A
PLAN OF MERGER
and
AGREEMENT OF MERGER**

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**AGREEMENT OF MERGER
OF
RICHELSON ENTERPRISES, LLC,
A NEW YORK LIMITED LIABILITY COMPANY
AND
PLAN OF MERGER
OF RICHELSON ENTERPRISES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

This Plan of Merger ("Plan"), dated this 10th day of April, 2023, is entered into by and among:

Richelson Enterprises, LLC, a New York limited liability company ("Richelson (NY)");
and
Richelson Enterprises, LLC, a Florida limited liability company ("Richelson (FL)").

RECITALS

WHEREAS, the parties intend that Richelson (NY), be merged with and into Richelson (FL), with and the sole member of Richelson (NY) receiving from Richelson (FL) membership interest of Richelson (FL) ("Interest") in exchange for the membership interest of Richelson (NY), on the terms and subject to the conditions set forth herein (the "Merger").

WHEREAS, the sole member and sole manager of Richelson (NY) and Richelson (FL) has unanimously: (a) determined that this Plan and the transactions contemplated hereby, including the Merger, are in the best interest of Richelson (NY) and Richelson (FL); and (b) approved and declared advisable this Plan and the transactions contemplated hereby, including the Merger; and

WHEREAS, the parties to this Plan intend that the Merger will qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended ("Code"), and the parties have agreed not to take actions that would cause the merger not to so qualify.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**ARTICLE I
THE MERGER**

1.1 **Merger.** On the terms and subject to the conditions set forth in this Plan, at the Effective Date Richelson (NY) will be merged with and into Richelson (FL). Richelson (FL) will continue its corporate existence as the surviving entity in the Merger ("Surviving Entity") and the separate existence of Richelson (NY) shall cease.

1.2 **Closing; Effective Date.** Subject to and conditioned upon the terms and conditions of this Plan, the closing of the Merger (the "Closing") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) at such time and on such date as determined by the sole member and sole manager of Richelson (NY) and Richelson (FL). On or

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about the date of the Closing, Richelson (NY) and Richelson (FL) shall cause the articles of merger ("Articles of Merger") to be executed and filed with the Secretary of State of Florida and shall cause the certificate of merger ("Certificate of Merger") to be executed and filed with the Department of State of New York and shall make all other filings or recordings required. The Merger shall become effective at such time as the Articles of Merger and Certificate of Merger have been duly filed with the Secretary of State of the State of Florida and the Department of State of New York, or at such later date or time as may be agreed by Richelson (NY) and Richelson (FL) in writing and specified in the Articles of Merger and Certificate of Merger (the effective date of the Merger being hereinafter referred to as the "Effective Date").

1.3 Legal Effects of the Merger. The Merger shall have the effects set forth herein. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Date, all property, rights, privileges, immunities, powers, franchises, licenses and authority of Richelson (NY) and Richelson (FL) shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions and duties of each of Richelson (NY) and Richelson (FL) shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Entity.

1.4 Articles of Organization and Operating Agreement of the Surviving Entity.

- a. Articles of Organization. As of the Effective Date, by virtue of the Merger and without any action on the part of Richelson (FL) or Richelson (NY), the Articles of Organization of Richelson (FL), as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Entity until thereafter amended and restated.
- b. Operating Agreement. As of the Effective Date, by virtue of the Merger and without any action on the part of Richelson (FL) and Richelson (NY), the Operating Agreement of Richelson (FL), as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Entity until thereafter amended and restated with the Articles of Organization of the Surviving Entity.

1.5 Directors and Officers of the Surviving Entity. The initial manager of the Surviving Entity shall be Eric Richelson.

1.6 Tax Treatment. For U.S. federal income tax purposes, this Plan is intended to constitute, and the parties hereby adopt this Plan as, a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g) and 1.368-3(a). Each party agrees that for U.S. federal income tax purposes: (a) it shall treat the Merger as a tax-free reorganization within the meaning of Section 368(a) of the Code; (b) it shall report the Merger as a "reorganization" within the meaning of Section 368(a) of the Code and it shall not take any tax reporting position inconsistent with such treatment for U.S. federal, state and other relevant tax purposes; (c) Richelson (NY) and Richelson (FL) are "parties to a reorganization" within the meaning of Section 368(b) of the Code; (d) it shall retain such records and file such information as is required to be retained and filed pursuant to Treasury Regulation Section 1.368(a)-3 in connection with the Merger; and (e) it shall otherwise use its best efforts to cause the Merger to qualify as a "reorganization" within the meaning of Section 368(a) of the Code. No party shall take any action, fail to take any action, cause any action to be taken or cause any action to fail to be taken that could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Each party hereto agrees to act in good faith, consistent with the intent

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of the parties and the intended U.S. federal income tax treatment of the Merger as set forth in this Section 1.6.

ARTICLE II MANNER OF CONVERTING MEMBERSHIP INTEREST

2.1 Conversion of Membership Interest in the Merger. Subject to the provisions of this Article II, at and as of the Effective Date, by virtue of the Merger and without any action on the part of Richelson (NY) and Richelson (FL) or the sole member of the foregoing, one hundred percent (100%) of the membership interest of Richelson (NY) shall be converted as follows:

- a. Membership Interest of Richelson (NY). One hundred percent (100%) of the Richelson (NY) membership interests ("Richelson (NY) Interest") outstanding immediately prior to the Effective Date shall, at the Effective Date, by virtue of the Merger and without any action cease to be outstanding, and shall be converted into and exchanged for one hundred percent of the membership interest of Richelson (FL) ("Richelson (FL) Interest"). As of the date of this Plan, the sole member of Richelson (NY) owns one hundred percent (100%) of Richelson (NY) Interest.

2.2 Surrender and Exchange of Richelson (NY) Membership Interest. As soon as practicable after the Effective Date, Richelson (FL) or its transfer agent shall deliver to each record holder of Richelson (NY) Interest evidence of the Membership Interest held in the name of such Richelson (FL) member representing the number of Richelson (FL) Interest to which such member is entitled to under this Article II. As of the Effective Date, the Richelson (NY) Interest issued and outstanding immediately prior to the Effective Date shall not longer be outstanding and shall automatically be canceled and retired and shall be deemed at and after the Effective Date to represent only the right to receive the consideration specified in this Article II, as applicable, for the Richelson (NY) member who is the holder thereof.

2.3 Transfer Books; No Further Ownership Rights in Richelson (NY) Interest. All Interest of Richelson (FL) issued in accordance with the terms of this Article II shall be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to the Richelson (NY) Interest, and upon such issuance, such Interest of Richelson (FL) shall have been duly authorized, validly issued and fully paid and non-assessable. At the Effective Date, the transfer books of Richelson (NY) shall be closed and thereafter there shall be no further registration of transfers on the transfer books of the Surviving Entity of the Richelson (NY) Interest that were outstanding immediately prior to the Effective Date. From and after the Effective Date, the holders of Richelson (NY) Interest outstanding immediately prior to the Effective Date shall cease to have any rights with respect to such interests, except as otherwise provided for herein or by applicable law.

ARTICLE III MISCELLANEOUS

3.1 Counterparts. This Plan may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A signed copy of this Plan (including any digital or electronic signature) delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Plan.

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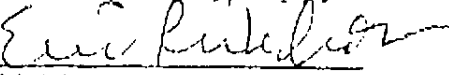
[Signature Page to Plan of Merger]

IN WITNESS THEREOF, this Plan of Merger has been executed by the undersigned as of the date first set forth above.

Richelson Enterprises, LLC,
a New York limited liability company

By: 
Eric Richelson, Manager

Richelson Enterprises, LLC
a Florida limited liability company

By: 
Eric Richelson, Manager

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