

L24000012107

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

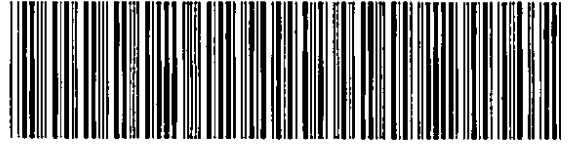
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115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: I20000000088
If there are any issues
please contact Patrice at
850-202-9071

Date: 08/02/2024

Name: Patrice Rush

Reference #: 2460998

Entity Name: KB NE 47TH AVENUE, LLC

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other _____

Authorized Amount: \$50.00

Signature: 

✉ CORPORATE HQ
COGENCY GLOBAL INC.
10 E 40TH ST, 10TH FL
NY, NY 10016
D: +1.212.947.7200
P: 800.221.0102
F: 800.944.6607

✉ EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REGISTERED IN ENGLAND & WALES
REGISTRY #8010712
6 LLOYDS AVE, UNIT 4CL
LONDON EC3N 3AX
+44 (0)20.3961.3080

✉ ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
UNIT 8, 1/F, LIPPO LEIGHTON TOWER
103 LEIGHTON RD, CAUSEWAY BAY
HONG KONG
P: +852.2682.9633
F: +852.2682.9790

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: KB NE 47th Avenue, 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:

Thomas R. Palmer

Contact Person

Meltzer, Purtill & Stelle LLC

Firm/Company

1515 E. Woodfield Rd., Ste. 250

Address

Schaumburg, IL 60173

City, State and Zip Code

adean@mpslaw.com

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

For further information concerning this matter, please call:

Amy Dean

at (847)

330-6045

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

CR2E080 (2/20)

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. 605.1025, 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>
KB NE 47th Avenue, LLC	Colorado	Limited Liability Company

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>
KB NE 47TH AVENUE, LLC	Florida	Limited Liability Company

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).

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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:

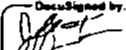
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

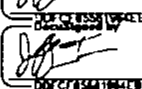
KB NE 47th Avenue, LLC, a CO LLC

Signature(s):


Typed or Printed
Name of Individual:

Jeffrey M. Tovar

KB NE 47th Avenue, LLC, a FL LLC



Jeffrey M. Tovar

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

Fees:	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	Certified Copy (optional):	\$30.00

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2024 AUG -2 AM 9:04
TALLAHASSEE, FLORIDA

PLAN OF MERGER
of
KB NE 47TH AVENUE, LLC,
a Colorado limited liability company
into
KB NE 47th AVENUE, LLC,
a Florida limited liability company

This Plan of Merger (this "Plan") is entered into as of August 2, 2024, between KB NE 47th Avenue, LLC, a Colorado limited liability company ("KB Colorado"), and KB NE 47th Avenue, LLC, a Florida limited liability company ("KB Florida") (collectively, the "Constituent Companies").

A. KB Colorado is a Colorado limited liability company, its Articles of Organization having been filed in the office of the Colorado Secretary of State on January 9, 2024.

B. KB Florida is a Florida limited liability company, its Articles of Organization having been filed in the office of the Florida Department of State on January 11, 2024.

C. The sole manager and sole member of each of KP Colorado and KB Florida has:

(i) determined that it is advisable and in the best interests of the Constituent Companies that KB Colorado be merged with and into KB Florida pursuant to the applicable provisions of the Colorado Limited Liability Act (the "Colorado Act") and the Florida Revised Limited Liability Company Act (the "Florida Act") (collectively, the "Acts"), and

(ii) approved such merger on and subject to the terms and conditions set forth in this Plan.

Therefore, in consideration of the foregoing recitals which are hereby incorporated into this Plan and the mutual covenants contained herein, the Constituent Companies agree as follows:

1. This Plan has been adopted by the sole manager and sole member of each of KB Colorado and KB Florida in accordance with the Acts.

2. This Plan shall be effective upon the filing, with the office of the Florida Department of State in accordance with the Acts, of Articles of Merger confirming this Plan (the "Effective Time").

3. At and as of the Effective Time, KB Colorado shall be merged with and into KB Florida (the "Merger") in accordance with the Acts. At and as of the Effective Time, the separate existence of KB Colorado shall cease and the Constituent Companies shall be a single limited liability company, namely, KB NE 47th Avenue, LLC (the "Surviving Company").

4. The principal place of business of the Surviving Company shall be 12600 NE 25th Avenue, Anthony, Florida 32617.

5. The Articles of Organization of KB Florida in effect at the Effective Time shall be the Articles of Organization of the Surviving Company and shall continue in full force and effect until amended in accordance with the Florida Act.

6. The Operating Agreement of KB Florida in effect at the Effective Time shall be the Operating Agreement of the Surviving Company and shall continue in full force and effect until amended in accordance with applicable terms of said Operating Agreement.

7. The sole manager of KB Florida in office at the Effective Time shall continue as the sole manager of the Surviving Company until his successor has been duly elected and qualified or until his earlier resignation, removal or death.

8. At the Effective Time, all issued and outstanding membership interests of KB Colorado shall, by virtue of the merger and without any action on the part of any holder thereof, be canceled. The issued and outstanding membership interests of the Surviving Company shall not be converted in any manner, but such membership interests shall continue to constitute all of the membership interests of the Surviving Company.

9. At the Effective Time, all property, real and personal, rights, interests, intellectual property, licenses, registrations, causes of action and every other asset of KB Colorado shall be transferred to, vest in and devolve upon the Surviving Company, without further act or deed, and every asset of KB Colorado shall be as effectively the property of the Surviving Company as they were of KB Colorado. The Surviving Company shall assume and be liable for all obligations and liabilities of KB Colorado.

10. If at any time the Surviving Company shall consider or be advised that any further agreements, deeds, assignments, certificates, assurances or other documents are necessary or advisable to vest, perfect or confirm, of record or otherwise, in the Surviving Company, the title to any asset of KB Colorado, then KB Colorado shall execute and deliver all such agreements, deeds, assignments, certificates, assurances or other documents, and take all such other actions, necessary or advisable to vest, perfect or confirm title to such asset in the Surviving Company and otherwise effectuate this Plan, and the manager of the Surviving Company is hereby authorized in the name of KB Colorado to take any and all such actions.

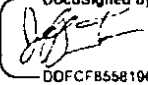
11. The Surviving Company shall pay all expenses of effectuating this Plan and accomplishing the Merger.

[Signatures appear on the following page]

IN WITNESS WHEREOF, KB Colorado and KB Florida have caused this Plan to be executed as of the first date written above.

KB COLORADO:

KB NE 47th AVENUE, LLC, a Colorado limited liability company

By:  DocuSigned by:
DDFCF85581964EB...
Jeffrey M. Tovar, Manager

KB FLORIDA:

KB NE 47th AVENUE, LLC, a Colorado limited liability company

By:  DocuSigned by:
DDFCF85581964EB...
Jeffrey M. Tovar, Manager