

Division of Corporations

Page 1 of 1

P09000032045

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H14000029839 3)))



H140000298393AEC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

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

From: Account Name : GREENBERG TRAURIG (ORLANDO)
Account Number : 103731001374
Phone : (407) 418-2435
Fax Number : (407) 420-5909

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

MERGER OR SHARE EXCHANGE
Summit Broadband Inc.

Certificate of Status	1
Certified Copy	0
Page Count	05
Estimated Charge	\$68.75

C. LEWIS

FEB -7 2014

EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help



February 7, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SUMMIT BROADBAND INC.
4558 S.W. 35TH STREET
SUITE 100
ORLANDO, FL 32811

SUBJECT: SUMMIT BROADBAND INC.
REF: P09000032045

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), Florida Statutes, each party to the merger must be active and current in filings 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.

If the last page of the plan of merger is submitted you must have the signatures. Also, your merger says it is filed in accordance with 607.1109 and 608.4382. The statute for llc's changed to 605. Please correct your document accordingly.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

FAX Aud. #: H14000029839
Letter Number: 214A00002803

RECEIVED

14 FEB -7 PM 1:11

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

(((H14000029839 3)))

ARTICLES OF MERGER
OF
NUVU, LLC
WITH AND INTO
SUMMIT BROADBAND INC.

APPROVED
FEB 10
14 FEB -6 PM 4:49
SPECIAL AGENT

The following Articles of Merger are being submitted in accordance with Sections 607.1109 and 605.1025, Florida Statutes.

FIRST: The name, principal address, jurisdiction and entity type of the merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
NuVu, LLC Robinson and Old Trail Road New Providence, Bahamas	Florida	Limited Liability Company
Florida Document / Registration Number: 1.09000084814		

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Summit Broadband Inc. 4558 S.W. 35th Street Orlando, Florida 32811	Florida	Corporation
Florida Document / Registration Number: P09000032045		

THIRD: The attached Agreement and Plan of Merger meets the requirements of Sections 607.1108 and 605.1025, Florida Statutes, and was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with Chapters 607 and 605, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any corporation or limited liability company that is a party to the merger.

(((H14000029839 3)))

((H14000029839 3)))

FIFTH: The merger shall be effective as of the time of filing.

SIXTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

SEVENTH: Signatures follow on the next page, and comply with the laws of each party's applicable jurisdiction.

SUMMIT BROADBAND INC., a Florida corporation

By: 

Name: Art Haas

Title: Treasurer

NUVU, LLC, a Florida limited liability company

By: 

Name: Barry Williams

Title: Secretary

APPROVED
AND
FILED
14 FEB -6 PM 4:49
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

((H14000029839 3)))

APPROVED
AND

F 14076508411 From: Heather Irving

14 FEB -6 PM 4:49

((H14000029839 3)))

SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 31st day of January, 2014, by and between NuVu, LLC, a Florida limited liability company ("NuVu"), and Summit Broadband Inc., a Florida corporation ("Summit" or the "Surviving Corporation" and collectively with NuVu, the "Constituent Entities"), with NuVu merging with and into Summit, such that the separate existence of NuVu shall cease and Summit shall continue as the surviving corporation (the "Merger").

RECITALS:

WHEREAS, the Board of Directors and sole member of the Constituent Entities deem it advisable and in the best interests of the Constituent Entities to merge the Constituent Entities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA") and the Florida Limited Liability Company Act ("FLLCA"), NuVu shall be merged with and into Summit. Following the Merger, Summit shall continue as the surviving corporation and shall continue its existence under the laws of the State of Florida, and the separate existence of NuVu under the laws of the State of Florida shall cease.

1.2 Effective Date and Effective Time. Articles of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA and the FLLCA. The Merger shall be effective immediately as of the time of filing of the Articles of Merger (the date and time of the Merger being referenced to herein as the "Effective Date" and the "Effective Time," respectively).

1.3 Effect of the Merger. At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Constituent Entities, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities so merged; and all of the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to either of the Constituent Entities on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Constituent Entities; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or otherwise, in either of the Constituent Entities, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Constituent Entities, and all rights of creditors and all liens upon any property of either of the Constituent Entities shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.4 Articles of Incorporation and Bylaws of Surviving Corporation. From and after the Effective Time, the Articles of Incorporation of Summit (the "Articles"), and the bylaws of Summit in

((H14000029839 3)))

(((H14000029839 3)))

effect immediately prior to the Effective Time, shall be the Articles and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Articles or such bylaws.

1.5 Directors and Officers of Surviving Corporation. The directors and officers of Summit immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Articles and bylaws of the Surviving Corporation, or as otherwise provided by law.

ARTICLE II

CONVERSION AND EXCHANGE OF SECURITIES

2.1 Conversion of Interests. At the Effective Time, each then outstanding limited liability company interest of NuYu shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

ARTICLE III

MISCELLANEOUS

3.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules thereof.

3.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

3.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

3.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

3.5 Authorization. The Board of Directors and the proper officers and [managers/managing members] of the Constituent Entities are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger herein provided for.

3.6 Modification or Amendment. Subject to the applicable provisions of the FBCA and FLLCA, the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

3.7 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Board of Directors and sole member of the Constituent Entities at any time before the Effective Date.

(((H14000029839 3)))