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15 JAN -7 PM 2:51
TALLAHASSEE, FLORIDA

Morgan

JAN 09 2015

R. WHITE



ATTORNEYS AT LAW

January 5, 2015

Via Federal Express

Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: *JJN Partners II Corp.*

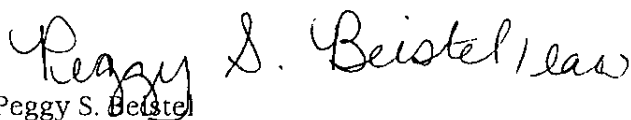
Dear Sir or Madame:

Enclosed please find the following documents regarding the above corporation for filing:

1. Articles of Merger;
2. Copy of Agreement and Plan of Merger; and
3. Our firm check payable to the Florida Department of State in the amount of \$70.00 which covers both the entity in Ohio and Florida.

Please call the undersigned if you have any questions or concerns at 216.736.7207. Thank you.

Sincerely,


Peggy S. Beistel

/law

Enclosures

V 216-736-7207
F 216-621-6536
E psb@kjk.com

One Cleveland Center
20th Floor
1375 East Ninth Street
Cleveland, OH 44114-1793
216.696.8700
www.kjk.com

Cleveland and Columbus

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: JJN Partners II Corp.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Peggy Beistel
Contact Person

Kohrman Jackson & Krantz P.L.L.
Firm/Company

1375 East Ninth Street, 20th Floor
Address

Cleveland, Ohio 44114
City/State and Zip Code

psb@kjk.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Peggy Beistel At (216) 736-7207
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

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The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
JJN Partners II Corp.	Florida	P14000054301

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
JJN Partners II Corp.	Ohio	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2014 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 19, 2014.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 19, 2014.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

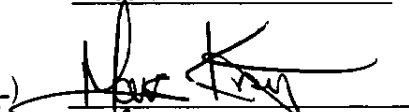
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

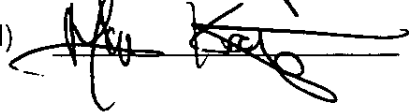
Typed or Printed Name of Individual & Title

JJN Partners II Corp. (FL)



Marc C. Krantz, Assistant Secretary

JJN Partners II Corp. (OH)



Marc C. Krantz, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is made this 19th day of December, 2014 (the "**Plan Effective Date**"), by and between JJN Partners II Corp., an Ohio corporation ("**Merged Corporation**"), and JJN Partners II Corp., a Florida corporation ("**Surviving Corporation**," and together with Merged Corporation, the "**Constituent Companies**").

RECITALS

- A. The Articles of Incorporation of Merged Corporation were filed with the office of the Secretary of State of the State of Ohio on November 12, 2013, and were amended pursuant to a Certificate of Amendment filed with the office of the Secretary of State of the State of Ohio on January 16, 2014. As of the Plan Effective Date, Merged Corporation's authorized capital stock consists of 1,500 shares of Common Stock, without par value, of which 300 shares are issued and outstanding (collectively, the "**Outstanding Merged Shares**"), and held as follows: (i) 100 shares are held by Nir Gabriely ("**Mr. Gabriely**"); (ii) 100 shares are held by James C. Miller ("**Mr. Miller**"); and (iii) 100 shares are held by Jay K. Greyson ("**Mr. Greyson**"). Merged Corporation is a calendar year taxpayer. Merged Corporation has filed an election under Section 1372 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is treated for federal income tax purposes as a Subchapter S corporation.
- B. The Articles of Incorporation of Surviving Corporation were filed with the office of the Secretary of State of the State of Florida on June 23, 2014 (the "**Articles of Incorporation**"). As of the Effective Date, Surviving Corporation's authorized capital stock consists of 1,500 shares of Common Stock, without par value, of which 300 shares are issued and outstanding and held as follows: (i) 100 shares are held by Mr. Gabriely; (ii) 100 shares are held by Mr. Miller; and (iii) 100 shares are held by Mr. Greyson. Surviving Corporation is a calendar year taxpayer and intends to be treated for federal tax purposes as a Subchapter S corporation.
- C. Merged Corporation desires to reincorporate in the State of Florida (the "**Business Purpose**").
- D. To achieve the Business Purpose, each of (i) the Board of Directors and the Shareholders of Merged Company and (ii) the Board of Directors and the Shareholders of Surviving Corporation deem it advisable that Merged Company be merged with and into Surviving Corporation with Surviving Corporation being the surviving corporation and pursuant to such merger, the shares of Merged Corporation outstanding as of the Merger Effective Time (defined below) be cancelled, all in accordance with the terms of this Agreement.

- E. Each of (i) the Shareholders and the Board of Directors of Merged Corporation and (ii) the Shareholders and the Board of Directors of Surviving Corporation have approved by written resolution this Agreement and the merger of Merged Corporation with and into Surviving Corporation upon the terms and subject to the conditions set forth in this Agreement (the "**Merger**")
- F. The parties intend that the Merger will be treated as a reorganization within the meaning of Section 368(a)(1)(F) of the Code.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and promises set forth in this Agreement, the Constituent Companies do hereby agree that Merged Corporation will be merged with and into Surviving Corporation in accordance with the Merger, and that the terms and conditions of the Merger, and the mode of carrying it into effect are and will be as follows:

1. **Incorporation of Recitals.** The recitals contained above are incorporated within this Agreement by this reference.

2. **The Merger.** The mode of carrying into effect the Merger will be as follows:

(a) At the Merger Effective Time (defined below) and subject to the terms and conditions of this Agreement, Merged Corporation will be merged with and into Surviving Corporation and the separate existence of Merged Corporation will thereupon cease, in accordance with Sections 1701.79, 1701.81 and 1701.82, Ohio Revised Code (the "**ORC**") and Sections 607.1105, 607.1106 and 607.1107, Florida Statutes (the "**FBCA**").

(b) Surviving Corporation will be the surviving corporation in the Merger and will continue to be governed by the laws of the State of Florida, and the separate corporate existence of Surviving Corporation and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the Florida Business Corporation Act will continue unaffected by the Merger.

(c) The Merger will have the effects specified by the ORC and the FBCA.

3. **Effective Time.** The Merger shall become effective as of 11:59 p.m., January 7, 2015 ("**Merger Effective Time**"), upon the filing of (a) a Certificate of Merger relating hereto with the Secretary of State of the State of Ohio and (b) Articles of Merger relating hereto with the Secretary of State of the State of Florida.

4. **Surviving Corporation.**

- (a) **Name of Surviving Corporation.** After the Merger Effective Time, the name of Surviving Corporation shall remain JJN Partners II Corp., and after the Merger Effective Time all business of Surviving Corporation will be conducted under such name or under any fictitious, trade or similar names that the Board of Directors of Surviving Corporation may designate from time to time in conformity with applicable law.
- (b) **Articles of Incorporation.** The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Merger Effective Time shall be the Articles of Incorporation of Surviving Corporation after the Merger Effective Time until thereafter amended as provided by law.
- (c) **Stockholders' Agreement.** The Stockholders' Agreement of Surviving Corporation as in effect immediately prior to the Merger Effective Time shall be the Stockholders' Agreement of Surviving Corporation after the Merger Effective Time until thereafter amended as provided therein or by applicable law.
- (d) **Board of Directors.** From and after the Merger Effective Time, the Board of Directors of Surviving Corporation shall be the Board of Directors of Surviving Corporation and will hold office from the Merger Effective Time and shall continue to hold office as provided in the Stockholders' Agreement of Surviving Corporation.
- (e) **Officers.** From and after the Merger Effective Time, the officers of Surviving Corporation shall be the officers of Surviving Corporation and will hold office from the Merger Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Stockholders' Agreement or as otherwise provided by law.
- (f) **Tax Identification Number.** The federal employer identification number assigned to Merged Corporation shall be the federal employer identification number of Surviving Corporation.
- (g) **S Election.** The Subchapter S election of Merged Corporation under Section 1372 of the Code shall remain in effect for and shall constitute the Subchapter S election of the Surviving Corporation.

5. **Cancellation of Shares.** Pursuant to this Agreement, at the Merger Effective Time, by virtue of the Merger and without any action of Merged Corporation or Surviving Corporation, each of the following shall occur:

- (a) The Outstanding Merged Shares held immediately prior to the Merger Effective Time by the Shareholders of Merged Corporation will be cancelled and retired and will cease to exist from and after the Merger Effective Time.
- (b) From and after the Merger Effective Time, the holders of the Outstanding Merged Shares, will cease to have any rights as a shareholder of Merged Corporation, except as provided by law.

6. **Covenants.** Merged Corporation and Surviving Corporation will take or cause to be taken all actions necessary or desirable in order for Surviving Corporation to assume and perform the obligations of Merged Corporation under any and all contracts or agreements to be assumed as of the Merger Effective Time by Surviving Corporation, all to the extent deemed appropriate by Merged Corporation and Surviving Corporation and permitted under applicable law.

7. **Taxable Year.** Following the Merger, Surviving Corporation will remain a calendar tax year taxpayer.

8. **Termination and Amendment.**

- (a) **Termination.** This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Merger Effective Time by action of the Board of Directors of Merged Corporation or the Board of Directors of Surviving Corporation, in accordance with the ORC and the FBCA and without any prior approval of the Shareholders of Merged Corporation or the Shareholders of Surviving Corporation, if either such Board should determine that for any reason the completion of the transactions provided for in this Agreement would be inadvisable or not in the best interest of such entity or its shareholders. In the event of such termination and abandonment, this Agreement will become void and neither (i) Merged Corporation or its Shareholders, Board of Directors or officers nor (ii) Surviving Corporation or its Shareholders, Board of Directors or officers will have any liability with respect to such termination and abandonment.
- (b) **Amendment.** At any time prior to the Merger Effective Time, this Agreement may, to the extent permitted by the ORC and the FBCA, be supplemented, amended or modified by the mutual

consent of the Board of Directors of the respective Constituent Companies.

9. **Shareholder and Director Approval.** This Agreement has been approved by (a) the Shareholders and the Board of Directors of Merged Corporation by resolution adopted by unanimous written consent on December 19, 2014, and (b) the Shareholders and the Board of Directors of Surviving Corporation by resolution adopted by unanimous written consent on December 19, 2014.

10. **Further Assurances.** At any time, or from time to time, after the Merger Effective Time, the officers or Directors of Surviving Corporation, may, in the name of Merged Corporation, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as Surviving Corporation may deem necessary or desirable in order to carry out the purposes of this Agreement.

11. **Miscellaneous.**

- (a) **Governing Law.** This Agreement, including its existence, validity, construction and operating effect, and the rights of each of the Constituent Companies, shall be governed by and construed in accordance with the laws of the State of Ohio without regard to otherwise governing principles of conflicts of law.
- (b) **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile or electronic signature included in an Adobe PDF file, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that the parties need not sign the same counterpart.
- (c) **Entire Agreement.** This Agreement constitutes the entire agreement between the Constituent Companies pertaining to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements or understandings between the Constituent Companies pertaining to the subject matter hereof.
- (d) **Severability.** The provisions of this Agreement are severable, and in the event that any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, Merged Corporation and Surviving Corporation have caused this Agreement and Plan of Merger to be signed as of the Plan Effective Date.

MERGED CORPORATION

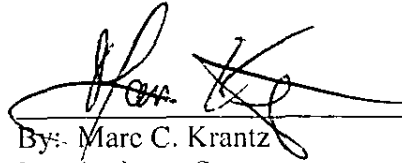
JJN Partners II Corp. an Ohio corporation

A handwritten signature in black ink, appearing to be 'MK', written over a horizontal line.

By: Marc C. Krantz
Its: Assistant Secretary

SURVIVING CORPORATION

JJN Partners II Corp. a Florida corporation

A handwritten signature in black ink, appearing to be 'MK', written over a horizontal line.

By: Marc C. Krantz
Its: Assistant Secretary