

PI 8000033410

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18 JUN 27 PM 1:08
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
18 JUN 27 AM 6:29
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Merger

R. WHITE

JUN 29 2018

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302

155 Office Plaza Dr Ste A Tallahassee FL 32301

PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 6/27/18

NAME: 317 MIAMI, INC.

TYPE OF FILING: MERGER

COST: 70.00

RETURN: PLAIN COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 28, 2018

FLORIDA FILING & SEARCH
WALK IN
TALLAHASSEE, FL

SUBJECT: 317 MIAMI, INC.
Ref. Number: P18000033040

We have received your document for 317 MIAMI, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Rebekah White
Regulatory Specialist II

Letter Number: 918A00013448

*Please keep original file date.
Thank you!*

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: 317 MIAMI, INC.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Ines Morales

Contact Person

Private Advising Group P.A.

Firm/Company

600 Brickell Avenue STE 1725

Address

Miami, Florida 33131

City/State and Zip Code

ines@pag.law

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

For further information concerning this matter, please call:

Carolina Rincon

Name of Contact Person

At (786)

2921599

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

FILED

18 JUN 27 AM 6:29

ARTICLES OF MERGER

(Profit Corporations)

STATE OF FLORIDA
TALLAHASSEE

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)
317 Miami, Inc.	Florida	P18000033040

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
317 WEST 71ST STREET, REALTY CORP.	New York	1017810
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 ____/____/____ (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.)

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.

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 06/26/18.

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 06/26/18.

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)

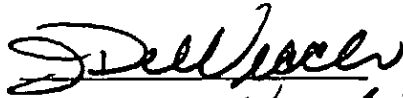
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

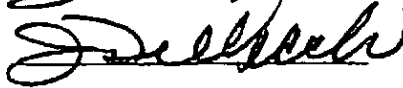
Typed or Printed Name of Individual & Title

317 Miami, Inc.



Joseph Delvecchio

317 West 71st Street, Realty Co



Joseph Delvecchio

**AGREEMENT AND PLAN OF MERGER
OF
317 WEST 71ST STREET, REALTY CORP.
(a New York corporation)
WITH AND INTO
317 MIAMI, INC.
(a Florida corporation)**

THIS AGREEMENT AND PLAN OF MERGER, dated June __, 2018, (this "Agreement") is made by and between 317 WEST 71ST STREET, REALTY CORP. (a New York corporation ("317 West")), and 317 MIAMI INC., a Florida corporation ("317 Miami").

WHEREAS, 317 West and 317 Miami desire to cause (i) 317 West to merge with and into 317 Miami, with 317 Miami continuing as the surviving entity (the "Merger") and (ii) pursuant to the Merger, the 100% of the stock in 317 West held by 317 West shareholders (the "Shareholders") will be converted into the right to receive 100% of the entire and outstanding stock in 317 Miami (the "Consideration").

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants, representations and warranties contained herein, the parties, intending to be legally bound, agree as follows:

1. Merger Transactions.

1.1. Merger. 317 West and 317 Miami agree to and shall consummate, at the Effective Time (as defined below), each of the following transactions:

(a) Immediately prior to the Effective Time (as subsequently defined), the parties shall execute and deliver the Articles of Merger and the Certificate of Merger in the forms circulated to 317 West and 317 Miami prior to the Effective Time. At the Effective Time, 317 West shall be merged with and into 317 Miami in accordance with the Florida Business Corporation Act (the "Florida Act") and the New York Business Corporation Law (the "New York Law"), whereupon the separate existence of 317 West shall cease and 317 Miami shall continue as the surviving company under the Florida Act. The Merger shall have the effects set forth in Sections 605.1021-605.1026 of the Florida Act and Sections 904-a, 905 and 907 of the New York Law. Accordingly, from and after the Effective Time, 317 Miami shall have and own all the assets, properties, rights, privileges, powers, interests and franchises, and shall be subject to all restrictions, disabilities, debts, duties and liabilities, of 317 West and 317 Miami.

(b) The Merger shall become effective on the date on which the Articles of Merger have been duly filed with the Secretary of State of the State of Florida and the Certificate of Merger has been duly filed with the Secretary of State of New York. When used in this Agreement, the term "Effective Time" shall mean the time at which the Articles of Merger are accepted for filing by the Secretary of State of Florida.

(c) Pursuant to the Merger, the stock of 317 West (100% of which is owned by the Shareholders) shall be cancelled and extinguished without any conversion into equity of any kind, and shall be converted into the right to receive, at the times set forth herein, subject to any withholding of taxes required by applicable law and subject to Section 1.3 below, the Consideration.

1.2. Effect of the Merger; Further Cooperation. The Merger shall, from and after the Effective Time, have all of the effects provided by the Florida Act and the New York Law. If at any time after the Effective Time any further action is deemed necessary or desirable by any party hereto to carry out the purposes of this Agreement, the parties to this Agreement agree to take, and shall take, any and all such action, including without limitation, the execution of all agreements and documents necessary or convenient to carry out the terms and provisions of this Agreement.

1.3. No Further Rights. From and after the Effective Time, the Shareholders shall cease to have any rights as Shareholders of 317 West (which shall cease to exist), and shall only have rights as Shareholders of 317 Miami, except as provided herein or by law.

1.4. Plan of Merger. This Agreement shall serve as the "Plan of Merger" referred to in Section 605.1022 of the Florida Act and Sections 902 and 904-a of the New York Law.

2. Miscellaneous.

2.1. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

2.2. Specific Performance. Each party hereto acknowledges and agrees that each other party hereto would be damaged irreparably if the covenants and agreements contained herein are not performed in accordance with their specific terms or are otherwise breached by any other party. Accordingly, each party hereto agrees that each other party shall be entitled to an injunction to prevent breaches of the covenants and agreements contained in this Agreement and to enforce specifically the terms and provisions of such covenants and agreements, in addition to any other remedy available at law or in equity, without providing proof of actual damages.

2.3. Jurisdiction. All claims, actions, suits, arbitrations, inquiries, proceedings or investigations by or before any governmental authority ("Actions") arising out of or relating to this Agreement shall be heard and determined exclusively in any State Court or Federal Court sitting in the City of Miami, State of Florida. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the City of Miami, State of Florida for the purpose of any Action arising out of or relating to this Agreement brought by either party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above named courts.

2.4. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A)

CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.4.

2.5. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, covenants or agreements except as specifically set forth herein or therein.

2.6. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of, and the rights and obligations set forth in, this Agreement, shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

2.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida applicable to contracts to be made and performed wholly within such State and without regard to principles of conflicts of laws thereof.

2.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which (including electronic copies) shall be deemed an original, but all of which together shall constitute one and the same instrument.

2.9. Amendment. This Agreement may be varied, amended or extended only by the written agreement of the parties.

2.10. Interpretation. The section and article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Terms defined herein shall have the meanings assigned to them and will include the plural as well as the singular as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation."

{Remainder of the page is intentionally left blank}

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date above written.

317 WEST 71ST STREET, REALTY CORP.

By: 

Name: Joseph Delvecchio

Title: Chief Executive Officer

317 MIAMI, INC.

By: 

Name: Joseph Delvecchio

Title: President