

12/31/2019

Division of Corporations

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**MERGER OR SHARE EXCHANGE
TASCA AUTOMOTIVE GROUP MELBOURNE, INC.**

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DIVISION OF CORPORATIONS

**ARTICLES OF MERGER
OF
BOCADA NASA BLVD., LLC
WITH AND INTO
TASCA AUTOMOTIVE GROUP MELBOURNE, INC.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2019 DEC 31 AM 10:36

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows: (i) TASCA AUTOMOTIVE GROUP MELBOURNE, INC., a Florida corporation and (ii) BOCADA NASA BLVD., LLC, a Delaware limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party is TASCA AUTOMOTIVE GROUP MELBOURNE, INC., a Florida corporation.

THIRD: A copy of the Plan of Merger (the "Plan") is attached hereto as Exhibit A.

FOURTH: The attached plan of merger was approved by each domestic corporation (and the sole shareholder thereof), limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

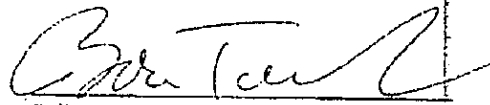
FIFTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

SIXTH: The effective date of the merger is January 2, 2020.

[remainder of page intentionally blank]

The undersigned have caused these Articles of Merger to be executed this 30th day of December, 2019

TASCA AUTOMOTIVE GROUP
MELBOURNE, INC.

By: 
Name: Robert F. Tasca, Jr.
Title: President

BOCADA NASA BLVD, LLC

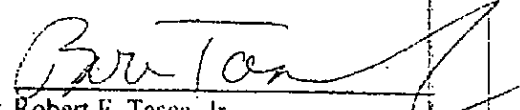
By: 
Name: Robert F. Tasca, Jr.
Title: Authorized Person

EXHIBIT A
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made and entered into this 30th day of December, 2019, by and between BOCADA NASA BLVD., LLC, a Delaware limited liability company (the "Merged Company"), and TASCA AUTOMOTIVE GROUP MELBOURNE, INC., a Florida corporation (the "Surviving Corporation"). The Merged Company and the Surviving Corporation hereinafter sometimes referred to as the "Constituent Entities."

RECITALS:

WHEREAS, the parties desire that the Merged Company merge with and into the Surviving Corporation in a manner which conforms to Sections 605.1021-605.1026 of Florida Statutes and Section 18-209 of Delaware Statutes.

WHEREAS, the Board of Directors of the Surviving Corporation, and the shareholders of the Surviving Corporation, have as of December 31, 2019 each approved and adopted this Plan and the consummation of the Merger (as defined in Section 1(a) below).

WHEREAS, the Plan and the consummation of the Merger have been approved and adopted by the Merged Company by resolution of its members as of December 31, 2019

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. Merger.

(a) **Merger.** The Merged Company shall merge with and into the Surviving Corporation (the "Merger") in accordance with the laws of the State of Florida and the State of Delaware, and pursuant to this Agreement. The Surviving Corporation shall be the surviving entity in the Merger.

(b) **Rights of the Surviving Corporation.** Upon the Effective Time (as defined in Section 3 below): (i) the Merged Company and the Surviving Corporation shall become a single corporation and the separate existence of the Merged Company shall cease; (ii) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Company which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Company, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, any and all known or unknown claims and rights whether under contracts, legal actions, securities, loans, debts or otherwise (including, without limitation, whether such claims or rights have been documented, filed, pursued or identified as of the date hereof), all books and records relating to the Merged Company shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested or unvested by deed or otherwise in the Merged Company shall not revert or in any way be impaired by reason of the Merger; (iii) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of

the Constituent Entities; and all debts, liabilities and obligations of the respective 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 obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (iv) without limitation of the foregoing provisions of this Section 1(b), all limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members and managers, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Entities.

(c) Articles of Incorporation, By-Laws, Name of Surviving Corporation.

Upon the Effective Time: (a) the Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the By-Laws of the Surviving Corporation shall continue as the By-Laws of the Surviving Corporation until amended in the manner provided by law; and (c) the name of the Surviving Corporation shall remain "TASCA AUTOMOTIVE GROUP MELBOURNE, INC."

(d) Manner and Basis of Converting Shares and Interests.

The manner and basis of converting the shares of the Surviving Corporation and the interests of the members of the Merged Company, forthwith upon the Effective Time, into shares of the Surviving Corporation is as follows:

(i) Each of the issued and outstanding shares of stock of the Surviving Corporation, and all rights in respect thereof shall be shall not be affected, altered or modified in any respect by reason of the Merger, and shall remain as they were immediately prior to the Effective Time; and

(ii) The membership interests of the members of the Merged Company in the Merged Company shall be canceled, and no new interest(s) of any kind shall be created in or issued to the holders of such membership interests.

2. Expenses of The Merger. The Surviving Corporation, as the surviving corporation, shall pay all expenses of carrying this Plan into effect and accomplishing the Merger herein provided for.

3. Effective Time. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, the Surviving Corporation, which shall be the surviving corporation of the Merger, shall file articles of merger and a certificate of merger substantially in the form of Exhibit I-1 and I-2 hereto (collectively, the "Articles of Merger") with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware and make all other filings or recordings required by Florida or Delaware law in connection with the Merger. The Merger shall become effective on such date and such time (the "Effective Time") as is specified in the Articles of Merger.

4. **Termination.** Anything in this Plan or elsewhere to the contrary notwithstanding, this Plan and the Merger contemplated hereby may be abandoned either by the Surviving Corporation or the Merged Company, by an appropriate act of a duly authorized representative thereof, at any time prior to the Effective Time.

5. **Miscellaneous.**

(a) **Entire Agreement.** This Plan contains the entire agreement between the Constituent Entities with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

(b) **Waivers and Amendments.** This Plan may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the Constituent Entities, or, in the case of a waiver, by the party waiving compliance.

(c) **Governing Law.** This Plan shall be governed and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions.

(d) **Headings.** The headings in this Plan are for reference purposes only and shall not in any way affect the meaning or interpretation of this Plan.

(e) **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Plan shall in no way affect the validity or enforcement of any other provision or any part thereof.

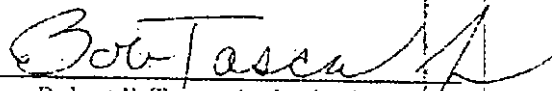
(f) **Further Assurances.** Each party further agrees to use its reasonable best efforts to ensure that the purposes of this Plan (and any related documents and agreements referred to herein) are realized and to take such further actions or steps, and execute and deliver (and, as appropriate, file) such further documents, certificates, instruments and agreements, as are reasonably necessary to implement the provisions of this Plan.

(g) **Counterparts.** This Plan may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Plan on the date first above written.

BOCADA NASA BLVD, LLC, a Delaware
limited liability company

By: 
Robert F. Tasca, Authorized Person

TASCA AUTOMOTIVE GROUP
MELBOURNE, INC., a Florida corporation

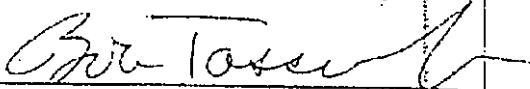
By: 
Robert F. Tasca, President

Exhibit 1-1

FORM OF ARTICLES OF MERGER
FLORIDA

[See following page(s)]

**ARTICLES OF MERGER
OF
BOCADA NASA BLVD., LLC
WITH AND INTO
TASCA AUTOMOTIVE GROUP MELBOURNE, INC.**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

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SECOND: The exact name, form/entity type, and jurisdiction of the surviving party is TASCA AUTOMOTIVE GROUP MELBOURNE, INC., a Florida corporation.

THIRD: A copy of the Plan of Merger (the "Plan") is attached hereto as Exhibit A.

FOURTH: The attached plan of merger was approved by each domestic corporation (and the sole shareholder thereof), limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

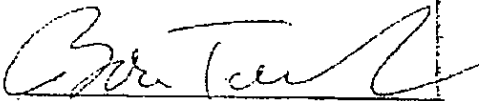
FIFTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

SIXTH: The effective date of the merger is January 1, 2020.

[remainder of page intentionally blank]

The undersigned have caused these Articles of Merger to be executed this 30th day of December, 2019

TASCA AUTOMOTIVE GROUP
MELBOURNE, INC.

By: 
Name: Robert F. Tasca, Jr.
Title: President

BOCADA NASA BLVD, LLC

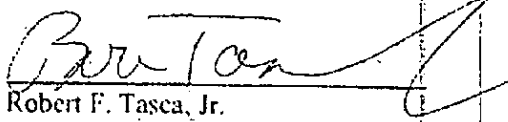
By: 
Name: Robert F. Tasca, Jr.
Title: Authorized Person

EXHIBIT I-2

FORM OF CERTIFICATE OF MERGER
DELAWARE

[See following page(s)]

**Delaware Division of Corporations
401 Federal Street – Suite 4
Dover, DE 19901
Phone: 302-739-3073
Fax: 302-739-3812**

Certificate of Merger

Dear Sir or Madam:

Attached please find a Certificate of Merger form to be filed in accordance with the General Corporation Law and the Limited Liability Company Act of the State of Delaware. The fee to file the Certificate of Merger is a minimum of \$200.00. You will receive a stamped "Filed" copy of your submitted document. A certified copy may be requested for an additional \$50. Expedited services are available. Please contact our office concerning these fees.

Contact our Franchise Tax Section concerning taxes due on any Delaware entities merging out of existence. A check for the tax payment and the filing/assessment fee must accompany the Certificate for filing. Please make your check payable to the "Delaware Secretary of State".

For the convenience of processing your order in a timely manner, please include a cover letter with your name, address and telephone/fax number to enable us to contact you if necessary. Please make sure you thoroughly complete all information requested on this form. It is important that the execution be legible, we request that you print or type your name under the signature line.

Thank you for choosing Delaware as your corporate home. Should you require further assistance in this or any other matter, please don't hesitate to call us at (302) 739-3073.

Sincerely,

Department of State
Division of Corporations

encl.
rev. 07/04

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO A
FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Corporation is TASCA AUTOMOTIVE GROUP
MELBOURNE, INC., a Foreign Corporation.

Second: The jurisdiction in which this Corporation was formed is FLORIDA.

Third: The name of the Limited Liability Company being merged into the Corporation is BOCADA NASA BLVD., LLC, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

Fifth: The name of the surviving foreign Corporation is TASCA AUTOMOTIVE
GROUP MELBOURNE, INC.

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign Corporation and the address thereof is 500 E. NASA BLVD.
MELBOURNE, FL 32901

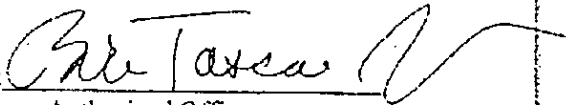
Seventh: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is

500 E. NASA BLVD.
MELBOURNE, FL 32901

Ninth: The merger shall become effective on January 1, 2020.

IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized officer, this 30th day of DECEMBER, A.D., 2019.

By: 
Authorized Officer

Name: ROBERT F. TASCA, JR.
Print or type