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Incorporating Services, Ltd.

1540 Glenway Drive
Tallahassee, FL 32301
850.656.7956
Fax: 850.656.7953
www.incserv.com
e-mail: accounting@incserv.com



ORDER FORM

TO Florida Department of State
The Centre of Tallahassee
2415 North Monroe Street, Suite 810
Tallahassee, FL 32303
corphelp@dos.myflorida.com
850-245-6051

FROM Melissa Moreau
mmoreau@incserv.com
850.656.7953

REQUEST DATE 1/7/2022

PRIORITY Regular Approval

OUR REF.# (Order ID#) 987480

ORDER ENTITY
XVIII MERGER INC.

PLEASE PERFORM THE FOLLOWING SERVICES:

XVIII MERGER INC. (FL)

File the attached merger document

NOTES:

\$70.00 Authorized

RETURN/FORWARDING INSTRUCTIONS:

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

A handwritten signature in black ink, appearing to be "WJ" or similar, written in a cursive style.

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

ARTICLES OF MERGER

Under Section 607.1104(1)(a)(2) of the Florida Business Corporation Act

ARTICLES OF MERGER, dated as of January 6, 2022, by and between **XVIII LTD.**, a New York corporation ("Parent") having its principal office at 1200 North Federal Highway, Suite 200, Boca Raton, Florida 33432 (email: StanleyHBlum@gmail.com), and **XVIII MERGER INC.**, a Florida corporation ("Sub") having its principal office at 1200 North Federal Highway, Suite 200, Boca Raton, Florida 33432 (email: StanleyHBlum@gmail.com). Parent and Sub are sometimes referred to herein together as the "Constituent Corporations" and individually as a "Constituent Corporation."

RECITALS

WHEREAS, The authorized capital stock of Parent consists of 200 shares of common stock, \$.01 par value per share (the "Parent Stock"), and all the authorized shares of Parent Stock are issued and outstanding and eligible to vote as of the date hereof;

WHEREAS, the authorized capital stock of Sub consists of 200 shares of Common Stock, no par value per share (the "Sub Stock"), of which 10 shares have been issued and are outstanding and are owned of record by Parent and are not entitled to vote as of the date hereof (because Sub is wholly-owned by Parent and neither Sub's Board of Directors nor its shareholders are, in accordance with Section 607.1104(1)(b) of the Florida Business Corporation Act, required to approve the Merger);

WHEREAS, Parent and Sub desire to cause Parent to merge, pursuant to Florida Business Corporation Act Sec. 607.1104(1)(a)(2) and other applicable statutes of the State of Florida, with and into Sub, with Sub as the surviving corporation (sometimes referred to as the "Surviving Corporation");

WHEREAS, the Boards of Directors of each of the Constituent Corporations have adopted resolutions approving and authorizing the merger of Parent with and into Sub, such that Sub shall be the surviving corporation; and

WHEREAS, the Shareholders of Parent have adopted resolutions approving and authorizing the merger of Parent with and into Sub, such that Sub shall be the surviving corporation.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. **The Merger.** Subject to the terms and upon the conditions of this Agreement, Parent shall at the Effective Time (as hereinafter defined) be merged with and into Sub (the "Merger"), the corporate existence of Parent shall cease, and Sub shall be the surviving corporation in the Merger, the name of which shall be changed, by effect of the Merger, to "XVIII INC."

2. **Effective Time of the Merger.** The Merger shall become effective upon the filing by the

Department of State of the State of Florida of this Certificate and Plan of Merger in respect of the Merger (the "Certificate of Merger"). The date and time when the Certificate of Merger is filed by the Department of State of the State of Florida is referred to herein as the "Effective Time."

3. ***Certificate of Incorporation and By-Laws of the Surviving Corporation.*** The certificate of incorporation of Sub in effect immediately prior to the Effective Time shall by virtue of the Merger and without further action by the shareholders or directors of the Surviving Corporation, be the certificate of incorporation of the Surviving Corporation, until further amended in accordance with the laws of the State of Florida, except that the name of the Surviving Corporation shall be changed to **XVIII INC.** as a consequence of the Merger. Effective as of the effectiveness of the Merger, the Certificate of Incorporation of the Surviving Corporation shall be amended and restated as set forth at Exhibit 1 annexed hereto, which has been modified solely to change the name of the Surviving Corporation to **XVIII INC.** The by-laws of Sub in effect immediately prior to the Effective Time shall, by virtue of the Merger and without further action by the shareholders or directors of the Surviving Corporation, be the by-laws of the Surviving Corporation, until the same may be further amended in accordance with the laws of the State of Florida and otherwise in accordance with the certificate of incorporation and such by-laws of the Surviving Corporation.

4. ***Board of Directors and Officers of the Surviving Corporation.*** The directors of Parent immediately prior to the Effective Time shall be the directors of the Surviving Corporation at and after the Effective Time, with each such director to hold office subject to the applicable provisions of the Florida Business Corporation Act and the by-laws of the Surviving Corporation. The officers of Parent immediately prior to the Effective Time shall be the officers of the Surviving Corporation at and after the Effective Time, until their respective successors shall be chosen and have qualified or as otherwise provided in the by-laws of the Surviving Corporation.

5. ***Conversion of Shares.*** The manner and basis of converting the shares of each of the Constituent Corporations shall be as follows:

(a) At the Effective Time, each share of Parent Common Stock which is issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of Common Stock, no par value per share, of the Surviving Corporation.

(b) At the Effective Time, each share of Parent Common Stock held in the treasury of Parent immediately prior to the Effective Time shall be cancelled and cease to exist, and no payment shall be made with respect thereto.

(c) At the Effective Time, each share of Sub Common Stock which is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist, without interest thereon, and no payment shall be made with respect thereto.

6. ***Terms.*** The terms of the merger shall be as follows:

(a) *Cessation of Merged Corporate Entity.* The separate existence of Parent shall cease at the Effective Time, whereupon Parent shall be merged with and into Sub.

(b) *Stock Certificates.* (i) At the Effective Time, each share of Parent Stock which is issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of Common Stock, no par value per share, of the Surviving Corporation.

(ii) At the Effective Time, each share of Parent Common Stock held in the treasury of Parent immediately prior to the Effective Time shall be cancelled and cease to exist, and no payment shall be made with respect thereto.

(iii) Each stock certificate representing outstanding shares of Sub Stock immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist, and no payment shall be made with respect thereto.

7. *Appraisal Rights.* Pursuant to Section 910 of the New York Business Corporation Law and Section 607.1302 of the Florida Business Corporation Law, neither the holders of record of shares of Parent Stock nor the holders of shares of Sub Stock which are issued and outstanding immediately prior to the Effective Time shall be entitled to any Appraisal Rights.

8. *Termination of Obligations and Waiver of Conditions.* In the event that this Agreement shall be terminated by mutual agreement of the parties, all further obligations of the parties hereto under this Agreement shall terminate without further liability of any party to another and each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including payment of the fees, expenses and disbursements of its counsel.

9. *Notices.* Any notice, communication, request, reply, or advice ("Notice") required or permitted to be published, sent or given by any party to any other party pursuant to this Agreement shall be in writing and may be given by depositing the same in the United States mail, postage prepaid, by registered or certified first class mail, return receipt requested, addressed to the party to be notified, or by hand-delivering the Notice to the party to be notified, in each case, with a copy sent by email to the addresses set forth above, with a copy simultaneously emailed to Jack M. Platt, Esq., counsel for Parent and the Surviving Corporation (email: Jack@JackPlattLaw.com).

10. *Miscellaneous.*

(a) *Captions.* The captions contained in this Agreement are inserted only as a matter of convenience and reference, and are not intended to define, limit, extend, or describe the scope or intent of this Agreement or its provisions.

(b) *Entire Agreement.* This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supercedes any and all other agreements among them respecting such subject matter.

(c) *Counterparts.* This Agreement may be executed in one or any number of counterparts with the same effect as if all parties had signed the same document, and each counterpart shall constitute an original but all counterparts taken together shall constitute one and the same agreement.

(d) *Amendment.* No amendment, waiver, or modification of this Agreement or its provisions shall be valid unless in writing and duly executed by all of the parties hereto.

(e) *Cumulative Rights and Waiver.* Every right granted to a party in this Agreement, in any other document, or by law or equity, shall be cumulative. No waiver by any party of any condition or of the breach of any provision contained in this Agreement, whether by conduct or otherwise, shall at any time be construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition, or of any other or subsequent breach of the same or any other provision.

(f) *Assignment.* None of the rights under this Agreement may be delegated or assigned in whole or in part by any party without the written consent of all other parties hereto.

(g) *Severability.* In the event that any portion of this Agreement is judged or determined to be illegal or unenforceable, it shall affect no other provisions, and the remainder of this Agreement shall be valid and enforceable in accordance with its terms.

(h) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

(i) *No Third Party Beneficiary.* Nothing in this Agreement, express or implied, is intended to confer, and shall not confer, on any person other than the parties hereto or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, each of Sub and Parent, the Constituent Corporations, has caused this Agreement to be duly executed by its Vice President, all as of the date first above written.

XVIII LTD.

By: 

Jack M. Platt, Vice President

XVIII MERGER INC.

By: 

Jack M. Platt, Vice President

Attachment

Exhibit 1, Amended and Restated Certificate of Incorporation of the Surviving Corporation

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
XVIII MERGER INC.**

Under Section 607.0202 of the Florida Business Corporation Act

Pursuant to Section 607.1007 of the Florida Business Corporation Act, the undersigned, being the President of **XVIII MERGER INC.** (hereinafter the "Corporation"), a Florida corporation, and desiring to amend and restate its Articles of Incorporation, does hereby certify:

I. The Certificate of Incorporation of the Corporation was filed with the Secretary of State of Florida on January 4, 2022, Document No. P22000000370.

II. This Amended and Restated Certificate of Incorporation was adopted by all of the directors and all of the holders of the voting stock of the Corporation pursuant to sections 607.1105(1)(c)(1) of the Florida Business Corporation Act on January 6, 2022. The number of votes cast for the amendment to the Corporation's Articles of Incorporation was sufficient for approval.

III. The text of the Certificate of Incorporation are hereby amended and restated as herein set forth in full and shall supersede the original Certificate of Incorporation.

* * * * *

1. The name of the corporation (herein referred to as the "Corporation") is **XVIII INC.**
2. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act, provided that the Corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.
3. The street address of the Corporation's initial principal office and the mailing address of the Corporation is 1200 North Federal Highway, Suite 200, Boca Raton, Florida 33432.
4. The total number of shares of all classes which the Corporation shall have authority to issue is Two Hundred (200), all of which shall be common stock, no par value per share.
5. The street address of the Corporation's initial registered office is 1200 South Pine Island Road, Plantation, Florida 33324, and the Corporation's initial registered agent at that office is NRAI Services, Inc.
6. The name and address of the sole incorporator is Jack M. Platt, 3 South Court, Port Washington, New York 11050.

7. The duration of the Corporation is to be perpetual.
8. The personal liability of the directors of the Corporation is hereby eliminated and limited to the fullest extent permitted by the laws of the State of Florida, as the same may be amended and supplemented from time to time.
9. Whenever under the Florida Business Corporation Act shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation this 6th day of January 2022.

Name:

Office:

Having been named as registered agent to accept service of process for the above named corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

By: NRAI Services, Inc.

By: Fred Larison, Assistant Secretary

Date: