

S 68931

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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06/21/18--01009--015 **35.00

07/13/18--01005--006 **25.00

FILED

2018 AUG 13 PM 12:34

SECRETARY OF STATE
TALLAHASSEE, FL

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35.00

FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 26, 2018

RICARDO A. ROIG
RICARDO A. ROIG, PL
2803 SAFE HARBOR DR.
TAMPA, FL 33618

SUBJECT: JEFFRY KNIGHT, INC.
Ref. Number: S68931

We have received your document for JEFFRY KNIGHT, INC. and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fees to file the articles of merger are as follows:

For each Limited Partnership:	\$52.50
For each Limited Liability Company: 25.00	
For each Corporation: 35.00	
For each General Partnership: 25.00	
All Others:	25.00

There is a balance due of \$35.00.

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.

Darlene Connell
Regulatory Specialist II Supervisor

Letter Number: 518A00015411

RECEIVED
18 AUG 13 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations
JEFFRY KNIGHT, INC.
SUBJECT: _____

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

RICARDO A. ROIG

Contact Person

RICARDO A. ROIG, PL.

Firm/Company

2803 SAFE HARBOR DR.

Address

TAMPA, FL 33618

City, State and Zip Code

CAMOLINE@GMAIL.COM

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

For further information concerning this matter, please call:

RICARDO A. ROIG 813 964-7530

at ()

Name of Contact Person Area Code Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CR2E080 (2/14)

ARTICLES OF MERGER OF
BAM BAM AUTOS LLC
INTO AND SURVIVED BY
JEFFRY KNIGHT, INC.

FILED
2018 AUG 13 PM 12:34
SECRETARY OF STATE
TALLAHASSEE, FL

The following Articles of Merger are submitted to merge BAM BAM AUTOS LLC, a Florida limited liability company (the merging entity) with and into JEFFRY KNIGHT, INC., a Florida corporation (the surviving entity) in accordance with Section 605.1025, Florida Statutes:

FIRST: The merging party is:

BAM BAM AUTOS LLC, a Florida limited liability company

SECOND: The surviving party is:

JEFFRY KNIGHT, INC., a Florida for profit corporation

THIRD: The merger was approved by BAM BAM AUTOS LLC and by JEFFRY KNIGHT, INC. in accordance with Chapters 605 and 607, Florida Statutes, respectively.

FOURTH: JEFFRY KNIGHT, INC., the surviving entity, existed before the merger and is a domestic filing entity. There are no amendments adopted as part of the merger.

FIFTH: JEFFRY KNIGHT, INC., the surviving entity, agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

SIXTH: The effective date of the merger shall be the later of the date that these Articles of Merger were filed by the Florida Department of State or June 30, 2018.

Surviving Entity:

JEFFRY KNIGHT, INC.

By: 

JASON G. WELLS

Printed Name

Its: 

Merging Entity:

BAM BAM AUTOS LLC

By: 

Jeffy Knight

Printed Name

Its: 

Managing Member

**PLAN AND AGREEMENT OF MERGER
BY AND BETWEEN BAM BAM AUTOS LLC
AND JEFFRY KNIGHT, INC.**

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") dated effective the 30th day of June 2018 is entered by and between BAM BAM AUTOS LLC, a Florida limited liability company ("BBA") and JEFFRY KNIGHT, INC., a Florida corporation ("JKI" or "surviving entity") (collectively, the "constituent entities").

RECITALS

A. BBA is a limited liability company duly organized and existing under the laws of the State of Florida.

B. JKI is a corporation duly organized and existing under the laws of the State of Florida.

C. BBA is a wholly-owned subsidiary of JKI.

D. BBA and JKI have agreed that BBA shall merge into JKI upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida. As used in this Agreement, the term "merger" shall include a consolidation.

E. The Board of Directors of JKI and the Managers of BBA have each determined that the proposed transaction is advisable and for the general welfare and advantage of the respective entities and stakeholders, and have recommended to the respective stakeholders that the proposed transaction be consummated.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, the constituent entities to this Agreement agree that:

1. **Merger.** BBA shall be merged into and survived by JKI as a single entity, upon the terms and conditions of this Agreement and that JKI shall continue under the laws of the State of Florida as the surviving entity (the "surviving entity"), and they further agree that the purposes, the registered agent, the address of the registered office, number of directors and the capital structure of the surviving entity shall be as appears in the records of the office of the Secretary of State of the State of Florida on the date of this Agreement.

2. **Shareholder / Member Approval.** This Agreement shall be submitted to the shareholders of JKI and the members of BBA for their consent and approval in accordance with Florida laws and, if it is duly adopted and approved the fact that this Agreement has been adopted and approved as above provided shall be certified by the appropriate representative of each of the constituent entities and appropriate articles of merger and/or a certificate of merger shall be filed pursuant to the laws of the State of Florida. The merger of BBA into JKI shall become effective as of the date of the filing of the Articles of Merger with the Secretary of State (the "effective date").

3. **Assignment.** When this Agreement shall have been approved, signed, acknowledged and the Articles of Merger filed, the separate existence of BBA shall cease and shall be merged into JKI, as the surviving entity, in accordance with this Agreement, and JKI shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents,

trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent entities so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations 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 as well for stock subscriptions as all other things in action or belonging to each of the constituent entities shall be vested in the surviving entity; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving entity as they were of the respective constituent entities; and the title to any real estate, whether vested by deed or otherwise in either of the constituent entities under the laws of any state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent entities shall be preserved unimpaired; and all debts, liabilities and duties of the constituent entities shall then attach to the surviving entity and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. **Conversion.** The membership units of BBA shall be converted, collectively, into the Merger Consideration (as defined below). As used herein, the total Merger Consideration is as follows:

- (a) by virtue of the merger, JKI is assuming the obligations of BBA, including those owed to Fifth Third Bank; and
- (b) by virtue of the merger, the paid in capital and retained earnings of JKI in BBA, as its sole member, are being converted into the absorbed assets of BBA, as the acquired entity.

5. **Compliance with Applicable Law.** BBA and JKI shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

6. **Transfer Book Closing; Cancellation of Stock.** Upon the effective date, the transfer books of BBA shall be closed and no transfer of membership units of BBA stock shall be made or consummated thereafter. On the effective date, all of the membership units of BBA, whether issued, outstanding, treasury, or otherwise, of any kind and class, shall be cancelled.

7. **Further Action.** Prior to and from and after the effective date, the constituent entities shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving entity full title to all properties, assets, rights, privileges and franchise of, the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving entity may determine to be necessary or desirable in order to vest in and confirm to the surviving entity title to and possession of all those properties, assets, privileges and franchises, and otherwise carry out the purposes of this Agreement.

8. **Expenses.** JKI and the members of BBA shall each separately pay all expenses

incurred by them in connection with the transactions contemplated by this Agreement.

9. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly state or expressly provided for in this Agreement.

10. **Governing Law.** This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. This Agreement shall inure to the benefit of, and be binding upon, shareholders and directors of BBA and JKI and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

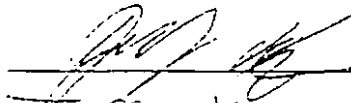
11. **Counterparts/Facsimile Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall be deemed an original.

12. **Termination.** At any time before the effective date, this Agreement may be terminated and the merger abandoned by mutual consent of a majority of the Boards of Directors and Managers of the constituent entities notwithstanding approval by the shareholders or members of the constituent entities.

The parties have affixed their signatures as of the date first written above.

BAM BAM AUTOS LLC

By: _____


Jeffry Knight

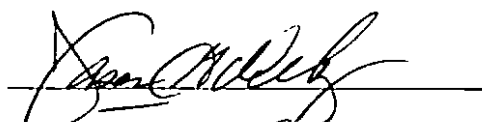
Printed Name

Its: _____

Managing Member

JEFFRY KNIGHT, INC.,

By: _____


JASON G. WEITZ

Printed Name

Its: _____

CEO

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF SHAREHOLDERS
OF
JEFFRY KNIGHT, INC.
a Florida Corporation**

The undersigned, being the sole shareholder of the above-named corporation (the "Corporation"), a Florida corporation, does hereby unanimously consent in writing to the adoption of the following resolutions, taking this action in lieu of a meeting, as permitted by Florida Statutes.

A. The Corporation has determined to merge with Bam Bam Autos, LLC ("BBA") effective as of 11:59 p.m. on June 30, 2018.

B. The Directors of the Corporation have determined that the proposed merger is advisable and for the general welfare and advantage of the Corporation and its stakeholders, and have recommended to the stakeholders that the proposed merger be consummated.

C. The Shareholder agrees with the Directors' recommendation and approves of the proposed merger.

A. As a result, the Corporation will be merged with, and survive, BBA effective as of 11:59 p.m. on June 30, 2018.

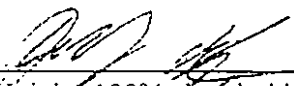
B. Effective with the merger, BBA will cease to exist and will be merged into, and survived by, the Corporation.

C. The consideration being given by the Corporation in the merger is deemed appropriate.

D. The Plan and Agreement for Merger between the Corporation and BBA is hereby approved.

E. The officers of the Corporation are authorized and directed to execute the Plan and Agreement for Merger and such additional documents as may be required to carry out this Action.

Dated this 26th of June 2018.



Jeffrey Knight, 100% shareholder

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF MEMBERS
OF**

**BAM BAM AUTOS, LLC
a Florida Limited Liability Company**

The undersigned, being the sole member of the above-named company (the "Company"), a Florida limited liability company, does hereby unanimously consent in writing to the adoption of the following resolutions, taking this action in lieu of a meeting, as permitted by Florida Statutes.

A. The Company has determined to merge with and into Jeffrey Knight, Inc. ("JKI") effective as of 11:59 p.m. on June 30, 2018.

B. The Managers of the Company have determined that the proposed merger is advisable and for the general welfare and advantage of the Company and its stakeholders, and have recommended to the stakeholders that the proposed merger be consummated.

C. The Member agrees with the Manager's recommendation and approves of the proposed merger.

A. As a result, the Company will be merged into, and survived by, JKI effective as of 11:59 p.m. on June 30, 2018.

B. Effective with the merger, BBA will cease to exist and the member's interests in BBA will be cancelled.

C. The consideration being received by the member is deemed sufficient for the surrender and cancellation of its membership interests in BBA.

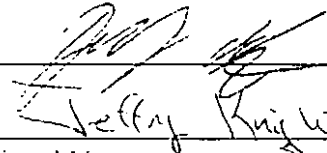
D. The Plan and Agreement for Merger between the Company and JKI is hereby approved.

E. The Manager of the Company is authorized and directed to execute the Plan and Agreement for Merger and such additional documents as may be required to carry out this Action.

Dated this 26th of June 2018.

Jeffrey Knight, Inc.

By: _____



Jeffrey Knight

Printed Name

Its: _____

Authorized Representative

Managing Member of Bam Bam Auto LLC