



Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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((H18000109781 3)))

Merger
R. WHITE
APR 11 2018



H180001097813ABC2

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**MERGER OR SHARE EXCHANGE
HOMESPUN KITCHEN, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$50.00

*Please file with April 9, 2018 date
Thank you*

18 APR - 9 AM 7:46



April 10, 2018

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HC RESTAURANT GROUP, LLC
229-2 ATLANTIC BLVD
ATLANTIC BEACH, FL 32233US

SUBJECT: HC RESTAURANT GROUP, LLC
REF: L14000084486

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

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

FAX Aud. #: H18000109781
Letter Number: 218A00007191

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18 APR 10 PM 2:32
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TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER
OF
HC RESTAURANT GROUP, LLC
WITH AND INTO
HOMESPUN KITCHEN, LLC**

Homespun Kitchen, LLC, a Florida limited liability company (the "Surviving Company"), pursuant to Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Act"), hereby delivers these Articles of Merger (these "Articles") to the Florida Department of State for filing. For purposes of complying with the applicable provisions of the Act with respect to the merger of HC Restaurant Group, LLC, a Florida limited liability company (the "Disappearing Company"), with and into the Surviving Company (the "Merger"), the Surviving Company has caused its duly authorized officers to execute and deliver these Articles, and to acknowledge, certify and state under penalty of perjury, the following:

**ARTICLE I
NAMES, PRINCIPAL ADDRESSES AND JURISDICTIONS
OF THE CONSTITUENT CORPORATIONS**

The name, principal address and jurisdiction of each of the constituent corporations involved in the Merger are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Document Number</u>
<i>Surviving Company:</i> Homespun Kitchen, LLC 299-2 Atlantic Boulevard Atlantic Beach, Florida 32233	Florida	Limited Liability Company	L18000073048
<i>Disappearing Company:</i> HC Restaurant Group, LLC 299-2 Atlantic Boulevard Atlantic Beach, Florida 32233	Florida	Limited Liability Company	L14000084486

**ARTICLE II
PLAN OF MERGER**

The Surviving Company is the surviving corporation in the Merger. Each of the Disappearing Company and the Surviving Company adopted, approved, authorized, confirmed, consented to and ratified that certain Plan of Merger, dated as of April 9, 2018, a copy of which is attached hereto as Exhibit A (the "Plan of Merger"), in accordance with the applicable provisions of the Act.

**ARTICLE III
EFFECTIVE DATE AND TIME**

The Merger will be effective as of 12:01 a.m. on the date of filing of these Articles.

**ARTICLE IV
APPROVALS**

4.1 Disappearing Company.

Pursuant to Section 605.1023 of the Act, a majority-in-interest of the Disappearing Company's members adopted, approved, authorized, confirmed, consented to and ratified the Merger, the Plan of Merger and these Articles by Written Consent of the Members in Lieu of a Special Meeting dated March 27, 2018.

4.2 Surviving Company.


Pursuant to Section 605.1023 of the Act, a majority-in-interest of the Surviving Company's members adopted, approved, authorized, confirmed, consented to and ratified the Merger, the Plan of Merger and these Articles by Written Consent of the Members in Lieu of a Special Meeting dated March 27, 2018.

[The remainder of this page was left blank intentionally.]

The constituent companies have caused these Articles to be executed and delivered by their respective duly authorized officers.

SURVIVING COMPANY:

HOMESPUN KITCHEN, LLC

By: 
Mark Aaron Levin, Manager

DISAPPEARING COMPANY:

HC RESTAURANT GROUP, LLC

By: 
Mark Aaron Levin, Manager

EXHIBIT A

Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of April 9, 2018, is by and between Homespun Kitchen, LLC, a Florida limited liability company (the "Surviving Company"), and HC Restaurant Group, LLC, a Florida limited liability company (the "Disappearing Company"). The Surviving Company and the Disappearing Company are each individually referred to as a "Party" and collectively as "Parties".

RECITALS

A. Section 605.1021 of the Florida Revised Limited Liability Company Act (the "Act") allows a limited liability company to merge with and into another limited liability company if the parties to the merger comply with the Act.

B. Immediately prior to the Effective Time, the Disappearing Company had issued and outstanding membership interests totaling one hundred percent (100%) issued as follows: (a) eighty percent (80%) owned by Mark Aaron Levine and Angela Levine, as tenants by the entirety (the "Aaron and Angela Membership Interest"); (b) sixteen percent (16%) owned by William A. Levine and Stephany Levine, as tenants by the entirety (the "William and Stephany Membership Interest"); and (c) four percent (4%) owned by Euro 6, Inc. (the "Euro 6 Membership Interest").

AGREEMENT

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I PLAN OF MERGER

1.1 The Merger.

Upon the conditions, provisions and term contained in this Agreement, and in accordance with the Act, the Disappearing Company shall be merged with and into the Surviving Company at the Effective Time (as defined in Section 1.2) (the "Merger"). As a result of the Merger, the separate existence of the Disappearing Company will cease and the Surviving Company will continue as the sole surviving company of the Merger. The Surviving Company's name will remain unchanged by the Merger.

1.2 Effective Time of the Merger.

The Merger will be effective as of 12:01 a.m. on April 9, 2018 (the "Effective Time").

1.3 Effect of the Merger.

Except as expressly provided elsewhere in this Agreement, the Disappearing Company and the Surviving Company will be affected by the Merger in the manner provided by the Act.

1.4 Articles of Organization of the Surviving Company.

The Surviving Company's Articles of Organization, as in effect immediately prior to the

Effective Time, will remain the Surviving Company's Articles of Organization from and after the Effective Time until they are amended, modified, supplemented and/or restated pursuant to the conditions, provisions and terms contained in the Surviving Company's Operating Agreement (as defined in Section 1.5) and in accordance with the Act.

1.5 Operating Agreement of the Surviving Company.

The Surviving Company's Operating Agreement, as in effect immediately prior to the Effective Time, will remain the Surviving Company's Operating Agreement from and after the Effective Time until it is amended, modified, supplemented and/or restated pursuant to the conditions, provisions and terms contained in the Operating Agreement of Homespun Kitchen, LLC, dated April 9, 2018, between the Surviving Company and its members (the "Surviving Company's Operating Agreement").

1.6 Manager and Officers of the Surviving Company.

(a) Manager. The Surviving Company's manager in office immediately prior to the Effective Time will remain the Surviving Company's manager from and after the Effective Time until such manager's successor is duly appointed or elected and qualified pursuant to the Act and the Surviving Company's Operating Agreement.

(b) Officers. The Surviving Company's officers in office immediately prior to the Effective Time will remain the Surviving Company's officers from and after the Effective Time until such officers' successors are duly appointed or elected and qualified pursuant to the Act and the Surviving Company's Operating Agreement.

1.7 Membership Interests.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Disappearing Company or the Surviving Company, all of the Disappearing Company's membership interests automatically will be converted as follows: (a) the Aaron and Angela Membership Interest will be converted into six hundred (600) Common Membership Units (as defined in the Surviving Company's Operating Agreement) of the Surviving Company, (b) the William and Stephany Membership Interest will be converted into one hundred twenty (120) Common Membership Units of the Surviving Company, and (c) the Euro 6 Membership Interest will be converted into thirty (30) Common Membership Units of the Surviving Company.

ARTICLE II APPROVAL OF AGREEMENT; FILING OF DOCUMENTS

2.1 Approval.

(a) Disappearing Company. A majority-in-interest of the Disappearing Company's members, by Written Consent of the Members in Lieu of a Special Meeting, dated March 27, 2018, have adopted, approved, authorized, confirmed, consented to and ratified the Merger, this Agreement and the Articles of Merger (as defined in Section 2.2).

(b) Surviving Company. A majority-in-interest of the Surviving Company's members, by Written Consent of the Members in Lieu of a Special Meeting, dated March 27, 2018, have adopted, approved, authorized, confirmed, consented to and ratified the Merger, this Agreement and the Articles of Merger.

2.2 Filing of Articles of Merger.

As soon as practicable, (i) the Disappearing Company will execute the Articles of Merger, in the form attached hereto as Exhibit A (the "Articles"), (ii) the Surviving Company will execute the Articles, and (iii) the Surviving Company will cause the Articles to be delivered to and filed with the Florida Department of State, pursuant to the Act.

ARTICLE III MISCELLANEOUS

3.1 Interpretation and Construction.

The use in this Agreement of the word "including" means "including, without limitation." The words "hereby," "herein," "hereinafter," "hereof," "hereto," "hereunder," and other words of similar import refer to this Agreement as a whole, including the Annexes, Exhibits and Schedules attached to this Agreement, as the same may be altered, amended, modified, repealed, restated and/or supplemented in accordance with the conditions, provisions and terms contained in this Agreement, and not to any particular article, clause, paragraph section, subparagraph or subsection contained in this Agreement. All references to articles, clauses, paragraphs, sections, subparagraphs, subsections, Annexes, Exhibits and Schedules means the articles, clauses, paragraphs, sections, subparagraphs and subsections contained in this Agreement and the Annexes, Exhibits and Schedules attached to this Agreement, except as otherwise expressly provided in this Agreement. The title of and the article, section and paragraph headings contained in this Agreement are for convenience of reference only and will not affect or govern the interpretation of any of the conditions, provisions or terms contained in this Agreement. The use in this Agreement of the feminine, masculine or neuter forms also will denote the other forms, as in each case the context may require. The use in this Agreement of the singular form of a definition or term also will denote the plural forms of such definition or term, and vice-versa, as in each case the context may require. Each use of the term "shall" or "will" indicates a compulsory obligation. The Parties intend the use of the term "and/or" in an ordered list to make the items in the ordered list both several and inclusive of each other, as the context requires. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not simply mean "if." The term "written" includes electronic mail and facsimiles.

3.2 Notices.

(a) All demands, documents, notices, payments, reports, requests, returns or other communications delivered pursuant to the conditions, provisions and terms contained in this Agreement and other applicable law will be in writing and will be deemed to be sufficient if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) sent by facsimile or other electronic transmission device, or (iv) sent by a nationally-recognized, overnight courier, to the Parties at the following addresses (or at such other address for a Party as is specified by a written notice satisfying the conditions, provisions and terms contained in this Section 3.2):

- (i) If to the Surviving Company, to it at:

299-2 Atlantic Boulevard
Atlantic Beach, Florida 32233
Attention: Mark Aaron Levine

(ii) If to the Disappearing Company, to it at:

299-2 Atlantic Boulevard
Atlantic Beach, Florida 32233
Attention: Mark Aaron Levine

(b) All such demands, documents, notices, payments, reports, requests, returns or other communications will be deemed to have been delivered and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by certified or registered mail, on the third (3rd) Business Day following such mailing, (iii) in the case of delivery by facsimile or other electronic transmission device, on the date of such delivery if delivered on a Business Day, or if not delivered on a Business Day, then on the next Business Day after the day delivered, and (iv) in the case of delivery by a nationally-recognized, overnight courier guaranteeing next Business Day delivery, on the Business Day following dispatch. "Business Day" means any day that is not a Saturday, Sunday or a day on which banking institutions in Jacksonville, Florida are authorized or required to be closed.

3.3 Benefits of Agreement; Assignment.

All of the conditions, provisions and terms contained in this Agreement will be binding upon and will inure to the benefit of the Parties and their respective affiliates, estates, executors, heirs, permitted assignees, personal representatives and successors, as applicable. Except as otherwise expressly contained in this Agreement, this Agreement will not confer any remedies or rights upon any Person other than the Persons referred to in the immediately preceding sentence. This Agreement is not assignable by any Party without the prior written consent of each other Party.

3.4 Remedies.

Each Party will have and retain all remedies and rights existing in her, his or its favor under this Agreement, at law or in equity, including rights to bring actions for injunctive relief, specific performance and other non-monetary equitable relief (specifically excluding the remedy of rescission) to enforce or prevent a breach of or default under, or threatened breach of or default under, any condition, provision or term contained in this Agreement. The pursuit of any remedy or right by a Party will not be deemed an election of such remedy or right and will not preclude such Party from exercising or pursuing any other available remedy or right (other than the remedy of rescission).

3.5 Waiver.

The failure of any Party to seek redress for a breach of or default under, or failure to insist upon the strict performance of, any condition, provision or term contained in this Agreement, will not prevent a subsequent act or failure from having the effect of an original breach of or default under, or failure to satisfy, any such condition, provision or term contained in this Agreement. No waiver of any condition, provision or term contained in this Agreement will be effective unless it is contained in a written document executed by each Party, and then only to the extent specifically provided in such writing. No waiver by any Party of any breach of or default will be deemed to extend to any prior or subsequent breach of or default, or affect in any way any rights arising out of, based upon, connected with, incidental to or related to any such prior or subsequent occurrence.

3.6 Litigation Expenses.

The prevailing Party in any action, appeal, investigation, proceeding or suit before any arbitrator, governmental authority or mediator (each a "Proceeding") brought to enforce, or resolve a dispute under,

the conditions, provisions and terms contained in this Agreement will be entitled to an award of all and any out-of-pocket costs, expenses and fees incurred in connection with such Proceeding, including reasonable fees and disbursements of outside accountants, consultants, expert witnesses, investigators, legal counsel and other professionals, which award of costs, expenses and fees will be in addition to any other remedy awarded in such Proceeding. This paragraph applies to any costs, expenses and fees of legal counsel in any Proceeding to determine entitlement to reasonable fees and disbursements of legal counsel, as well as in determining and quantifying the amount of the foregoing costs, expenses and fees.

3.7 Governing Law.

This Agreement will be construed, governed by and interpreted in accordance with the domestic laws of the State of Florida without giving effect to any choice of law or any conflicting provision, rule or term (whether of the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to be applied.

3.8 Jurisdiction and Venue.

Each of the Parties irrevocably and unconditionally submits, for herself, himself or itself and her, his or its assets, to the exclusive jurisdiction and venue of any Florida state court or United States federal court sitting in Duval County, Florida, and any appellate court from any such Florida state court or federal court (each a "Designated Court"), in any Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement or the transactions contemplated hereby, or for enforcement or recognition of any judgment arising therefrom, based upon, connected thereto, incidental thereto or related thereto. Each of the Parties irrevocably and unconditionally waives, to the fullest extent he, she or it effectively and legally may do so, (i) any objection that he, she or it now or hereafter may have to the laying of venue of any Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement or the transactions contemplated hereby in any Designated Court and (ii) the claim or defense of an inconvenient forum to the maintenance of such Proceeding in any Designated Court.

3.9 Counterparts and Electronic Delivery.

The Parties may execute this Agreement in any number of counterparts, and each such counterpart will be deemed an original signature page to this Agreement. All such counterparts will be considered one and the same contract and will become effective when one (1) or more counterparts have been executed by each Party and delivered to each other Party, it being understood that all Parties need not execute the same counterpart. Any counterpart or other signature delivered by facsimile, e-mail or other electronic device constitutes good and valid execution and delivery of this Written Consent, including .pdf or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce Act of 2000, Public Law 106-229, as amended (e.g., Adobe eSign or DocuSign). The signatures of the Parties transmitted electronically will be "electronic signatures" within the meaning of the Uniform Electronic Transaction Act (USA) and the Electronic Commerce Directive (EU) in all jurisdictions where such legislation has been adopted.

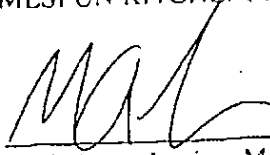
3.10 Entire Agreement.

This Agreement and the other agreements and documents referenced herein and attached to this Agreement (including the Articles) and any other document contemporaneously entered into with this Agreement contain all of the agreements, contracts and understandings among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, contracts and understandings among the Parties with respect to such transactions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers as of the date first written above.

SURVIVING COMPANY:

HOMESPUN KITCHEN, LLC

By: 
Mark Aaron Levine, Manager

DISAPPEARING COMPANY:

HC RESTAURANT GROUP, LLC


By: 
Mark Aaron Levine, Manager

EXHIBIT A

Articles of Merger

See attached.