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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

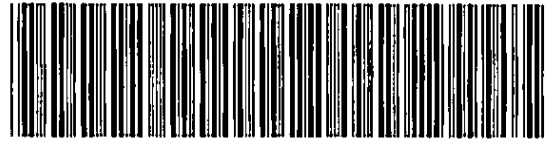
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2020 JUN 29 P 1:03

LLC  
Merger

AUG 11 2020

D CONNELL



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 15, 2020

ASHLEY M. TENNISON  
632 LAKE SHORE DRIVE  
MAITLAND, FL 32751

SUBJECT: 200 S. MYRTLE, LLC  
Ref. Number: L19000229733

RECEIVED  
JUN 24

We have received your document for 200 S. MYRTLE, LLC and your check(s) totaling \$55.00. However, the document has not been filed and is being retained in this office for the following:

Please include the exhibit(s) referred to in your document.

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.

Querida R Moore  
Regulatory Specialist II

Letter Number: 520A00011787

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** 200 S. Myrtle, LLC  
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Ashley M. Tennison  
Contact Person

Family Plan Law Firm  
Firm/Company

632 Lake Shore Drive  
Address

Maitland, Florida 32751  
City, State and Zip Code

ashleytennison@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ashley Tennison at ( 407 ) 663-0080  
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

**STATE OF FLORIDA  
ARTICLES OF MERGER OF A  
FOREIGN LIMITED LIABILITY COMPANY  
INTO A DOMESTIC LIMITED LIABILITY COMPANY**

The following Articles of Merger are being submitted to merge a foreign limited liability company into a domestic limited liability company in accordance with Section 605.1025, Florida Statutes.

**First:** The name of the foreign entity being merged with the other is Myrtle, LLC, an Alaska Limited Liability Company, whose principle office address is 2763 Upper Park Road, Orlando, Florida, 32814.

**Second:** The name of the surviving entity is 200 S. Myrtle, LLC, a Florida Limited Liability Company, whose principle office address is 200 S. Myrtle Avenue, Sanford, Florida 32771.

**Third:** The Agreement and Plan of Merger is attached as Exhibit A and meets the requirements of Sections 605.1021 – 605.1026, Florida Statutes.

**Fourth:** This surviving entity, 200 S. Myrtle, LLC, exists before the merger and is a domestic filing entity, the amendments, if any to its public organic record are attached.

**Fifth:** On March 12, 2020 the Agreement and Plan of Merger was adopted and approved by each limited liability company and/or business entity that is a party to the merger, in accordance with the applicable Chapters of 607, 605, 617, and/or 620, Florida Statutes.

**Sixth:** On March 12, 2020 the Agreement and Plan of Merger was adopted and approved by each limited liability company and/or business entity that is a party to the merger, in accordance with the applicable laws of the state, country, and/or jurisdiction under which such other business entity is formed, organized, or incorporated.

**Seventh:** 200 S. Myrtle, LLC agrees to pay any members of either Myrtle, LLC or 200 S. Myrtle, LLC with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

Intentionally blank.

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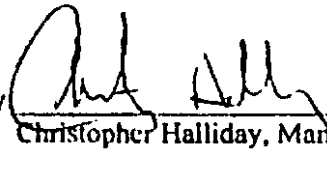
**Eighth:** The merger shall become effective as of the date these Articles of Merger are filed with the Department of State.

IN WITNESS WHEREOF, the undersigned have duly executed this Articles of Merger as of the date first written above.

**MERGING ENTITY:**

**Myrtle, LLC,  
an Alaska limited liability company**

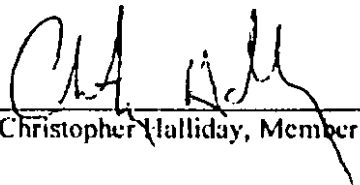
By:   
Daniel C. St. Pierre, Manager

By:   
Christopher Halliday, Manager

**SURVIVING ENTITY:**

**200 S. Myrtle, LLC,  
a Florida limited liability company**

By:   
Daniel C. St. Pierre, Member

By:   
Christopher Halliday, Member

**AGREEMENT AND PLAN OF MERGER  
MYRTLE, LLC WITH AND INTO  
200 S. MYRTLE, LLC**

This Agreement and Plan of Merger (herein after "Merger Agreement") is entered into between the merging entity, Myrtle, LLC, an Alaska Limited Liability Company (herein after "Myrtle") and the surviving entity, 200 S. Myrtle, LLC, a Florida Limited Liability Company (herein after "200 Myrtle").

**WITNESSETH:**

WHEREAS, Myrtle is a limited liability company duly organized, validly existing in good standing under the laws of the State of Alaska with one member, 200 S. Myrtle, LLC, holding 100% of the membership interest and with two (2) officers, Christopher Halliday and Daniel St. Pierre:

WHEREAS, Myrtle has no options or warrants issued or outstanding:

WHEREAS, Myrtle is the merging entity:

WHEREAS, 200 Myrtle is a limited liability company duly organized, validly existing in good standing under the laws of the State of Florida with two (2) members, Christopher Halliday and Daniel St. Pierre each holding 50% of the membership interest:

WHEREAS, 200 Myrtle has no options or warrants issued outstanding:

WHEREAS, 200 Myrtle is the surviving entity:

WHEREAS, the members representing the majority of the membership interests of Myrtle (the "Majority Member") have determined that for the purpose of affecting a change of the jurisdiction in which the company is organized from Alaska to Florida, it is advisable and in the best interest of Myrtle and the Majority Member of Myrtle to merge with and into 200 Myrtle upon the terms and conditions set forth herein:

WHEREAS, the Majority Members of 200 Myrtle have authorized and approved the merger of Myrtle with and into 200 Myrtle subject to and upon the terms and conditions of this Merger Agreement, and directed that it be executed by the undersigned officers:

WHEREAS, it is the intention of 200 Myrtle and Myrtle that the merger be a tax free reorganization within the meaning of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I.  
THE MERGER**

Section 1.1 Surviving Entity. Upon the time of filing of the Articles of Merger with the Secretary of the State of Florida and the simultaneous filing of a Articles of Merger with the Secretary of State of the State of Alaska;

- (a.) Myrtle shall be merged with and into 200 Myrtle (the "Merger") in accordance with Florida Statutes, Chapter 605, Sections 605.1021 – 605.1026 and Alaska Statutes Chapter 50 Section 10.50.500.
- (b.) 200 S. Myrtle, LLC shall acquire one hundred percent (100%) of the membership interests of Myrtle, LLC.
- (c.) 200 Myrtle shall be the surviving company of the Merger (hereinafter sometimes called the Surviving LLC).
- (d.) the identity, existence, rights, privileges, powers, franchises, all properties and assets of 200 Myrtle shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving LLC, and
- (e.) the identity and separate existence of Myrtle, LLC shall cease, and all the rights, privileges, powers, franchises, and all property real and personal and all assets of Myrtle, LLC shall be vested in the Surviving LLC.
- (f.) the title to any real estate vested by deed or otherwise under the laws of the State of Florida shall not revert or be in any way impaired by reason of Florida Law.
- (g.) the title to any real estate vested by deed or otherwise under the laws of the State of Alaska shall not revert or be in any way impaired by reason on Alaska Law.
- (h.) all rights of creditors and all liens upon any property of Myrtle or 200 Myrtle shall be preserved unimpaired, and all debts, liabilities, duties of Myrtle or 200 Myrtle shall thereafter attach to the Surviving LLC and may be enforced against it to the same extent as if those debts, liabilities, and duties had been incurred or contracted by it.

**ARTICLE II.  
EFFECTIVE TIME AND EFFECT OF MERGER**

Section 2.1 Effective Time. The Merger shall become effective on the date the Certificate of Merger is filed with the Florida Department of State or the date the Certificate of Merger is filed with the Secretary of State of the State of Alaska, whichever filing occurs last ("Effective Time").

Section 2.2 Condition of the Merger. The Merger shall have been duly authorized by both Myrtle and 200 Myrtle prior to Effective Time.

Section 2.3 Effects of the Merger. At the Effective Time, the Merger shall have the effects specified in the Florida Law, the Alaska Law, and this Merger Agreement.

Section 2.4 The Operating Agreement. The Operating Agreement of 200 Myrtle, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving LLC.

Section 2.5 Members, Managers, and Officers. At the Effective Time, the members, managers, and officers of 200 Myrtle shall retain their positions as members, managers, and officers in the Surviving LLC.

Section 2.6 Membership Interest Conversion. As the Effective Time each membership interest in Myrtle, LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on part of the holder thereof, be cancelled; and all of the membership interest in 200 S. Myrtle, LLC outstanding immediately prior to the Merger shall remain the same outstanding membership interests in the Surviving LLC following the Merger.

### **ARTICLE III. MISCELLANEOUS**

Section 3.1 Amendment. The Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time with the mutual consent of the Majority Member of Myrtle and the Majority Member of 200 Myrtle to the full extent permitted under the applicable law.

Section 3.2 Termination or Postponement. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Majority Member of Myrtle or the Majority Member of 200 Myrtle, or the consummation of the Merger may be postponed for a reasonable period of time, without any action of the Majority Member of Myrtle or the Majority Member of 200 Myrtle, notwithstanding the approval of this Merger Agreement by the Majority Member of Myrtle or the Majority Member of 200 Myrtle.

Section 3.3. Further Assurances. If at any time after the Effective Time of the Merger, the Surviving LLC shall consider that any assignments, transfers, deed or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving LLC, title to any property rights of Myrtle, Myrtle and its Member shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving LLC, and the officers, managers, and members of the Surviving LLC are fully authorized in the name of Myrtle or otherwise to take any and all such action.

Section 3.4 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. In the event that any signature is delivered electronically or by facsimile transmission, such signature shall create a valid and binding



obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic or facsimile signature page were an original thereof.

Section 3.5 Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Florida.

Section 3.6. Notices. All communication hereunder shall be in writing and sent by mail to:

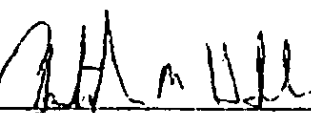
200 S. Myrtle, LLC  
200 S. Myrtle Avenue  
Sanford, FL 32771

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

**MERGING ENTITY:**

Myrtle, LLC,  
an Alaska limited liability company

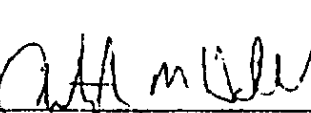
By:   
Daniel C. St. Pierre, Manager

By:   
Christopher Halliday, Manager

**SURVIVING ENTITY:**

200 S. Myrtle, LLC,  
a Florida limited liability company

By:   
Daniel C. St. Pierre, Member

By:   
Christopher Halliday, Member