

K33619

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

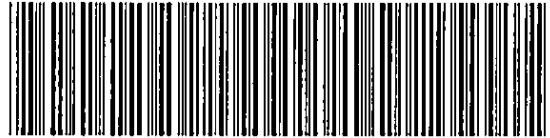
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000338129260

2019 FEB 17 AM 9:50

FILED

C. GOLDEN

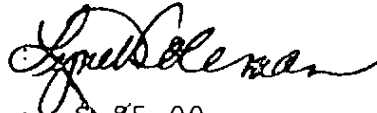
FEB 18 2019

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 104408 4329479

AUTHORIZATION



COST LIMIT : \$85.00

ORDER DATE : December 17, 2019

ORDER TIME : 12:04 PM

ORDER NO. : 104408-010

CUSTOMER NO: 4329479

ARTICLES OF MERGER

BEACH HOUSE INVESTORS, LLC

INTO

FORTUNE HOTELS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

2019 FEB 17 AM 9:50

The following Articles of Merger are submitted in accordance with Section 607.1105 and Section 605.1025 Florida Statutes.

First: The name, entity type and jurisdiction of the merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Tradewinds Real Estate Company, LLC	Florida	limited liability company
Beach House Investors Group, LLC	Delaware	limited liability company

Second: The name, entity type, and jurisdiction of each surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Fortune Hotels, Inc.	Florida	corporation

Third: The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026, Florida Statutes, by each other merging entity in accordance with the laws of its jurisdiction, and by each member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b).

Fourth: The Plan of Merger attached hereto as Exhibit A and incorporated herein and made a part hereof by reference was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 605 and 607, Florida Statutes.

Fifth: The Plan of Merger attached hereto as Exhibit A and incorporated herein and made a part hereof by reference was approved by each other business entity that is a party to the merger in accordance with the applicable laws of Delaware.

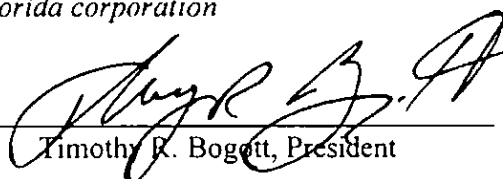
Sixth: The merger shall become effective as of December 17, 2019.

Fifth: The Plan of Merger was adopted by the board of directors of the surviving party on December 13, 2019 and shareholder approval was not required.

Sixth: The Plan of Merger was adopted by the sole member/manager of each of the merging parties on December 13, 2019.

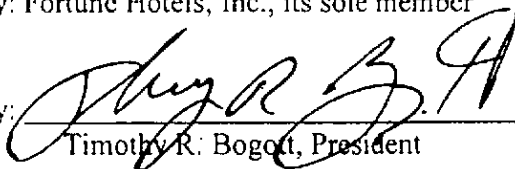
Seventh: The undersigned parties have caused this statement to be signed as of the 17 day of December, 2019, by a duly authorized officer who affirms, under penalties of perjury, that the facts stated above are true and correct.

FORTUNE HOTELS, INC.,
a Florida corporation

By: 
Timothy R. Bogott, President

TRADEWINDS REAL ESTATE COMPANY,
LLC, a Florida limited liability company

By: Fortune Hotels, Inc., its sole member

By: 
Timothy R. Bogott, President

BEACH HOUSE INVESTORS GROUP, LLC,
a Delaware limited liability company

By: _____
Name: _____
Manager

Seventh: The undersigned parties have caused this statement to be signed as of the 17 day of December, 2019, by a duly authorized officer who affirms, under penalties of perjury, that the facts stated above are true and correct.

FORTUNE HOTELS, INC.,
a Florida corporation

By: _____
Timothy R. Bogott, President

**TRADEWINDS REAL ESTATE COMPANY,
LLC, a Florida limited liability company**

By: Fortune Hotels, Inc., its sole member

By: _____
Timothy R. Bogott, President

BEACH HOUSE INVESTORS GROUP, LLC,
a Delaware limited liability company

By: Kristine Herr
Name: Kristine Herr
Manager

EXHIBIT A
PLAN OF MERGER

PLAN OF MERGER

This Plan of Merger (this "Plan") dated as of December 17, 2019, by and between Fortune Hotels, Inc., a Florida corporation, and Tradewinds Real Estate Company, LLC, a Florida limited liability company, and Beach House Investors Group, LLC, a Delaware limited liability company, is submitted in compliance with Section 607.1101, Section 607.1105, and Section 607.1022 Florida Statutes.

FIRST: The name, entity type and jurisdiction of the merging parties are as follows (the "Merging Parties"):

<u>Name</u>	<u>Entity</u>	<u>Jurisdiction</u>
TRADEWINDS REAL ESTATE COMPANY, LLC	LLC	FLORIDA
BEACH HOUSE INVESTORS GROUP, LLC	LLC	DELAWARE

SECOND: The name, entity type and jurisdiction of the surviving party are as follows (the "Surviving Party"):

<u>Name</u>	<u>Entity</u>	<u>Jurisdiction</u>
FORTUNE HOTELS, INC.	CORPORATION	FLORIDA

THIRD: The terms and conditions of the merger are as follows:

- (a) In accordance with the provisions of the Florida Business Corporation Act, the Florida Revised Limited Liability Company Act and the Delaware Limited Liability Company Act, the Merging Parties shall be merged with and into the Surviving Party and thereupon, the separate existence of each of the Merging Parties shall cease and the Surviving Party shall continue to exist under the name Fortune Hotels, Inc., to be governed by the laws of the State of Florida (the "Merger"), and the separate existence of the Surviving Party with all its rights, privileges, powers, immunities and franchises, will continue unaffected by the Merger, except as set forth in this Plan. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Florida Department of State (the "Effective Time").
- (b) The articles of incorporation and bylaws of the Surviving Party as in effect immediately prior to the Effective Time shall remain in effect until new Articles are adopted.
- (c) The managers and officers of each of the Merging Parties shall cease to exist in their respective positions of such Merging Party and the officers and Board of Directors of the Surviving Party shall remain the officers and Board of Directors of the Surviving Party at the Effective Time.
- (d) Prior to the Effective Time, each of the Merging Parties and the Surviving Party shall take all action necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Party shall determine that any

further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers or authorized representatives of the Surviving Party or the Merging Parties, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Party, any and all such conveyances, agreements, documents, instruments, and assurances and perform all further acts requested by the Surviving Party to carry out the provisions of this Plan.

FOURTH: The manner and basis of converting the shares of each of the Merging Parties into securities of the Surviving Party are as follows:

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of membership interests, limited liability company interests or other equity interests of each of the Merging Parties outstanding immediately prior to the Effective Time (the "Subsidiary Interests"), all of the Subsidiary Interests shall be cancelled and retired and no shares of the Surviving Party, cash or other consideration shall be paid or delivered in exchange therefor. As of the Effective Time, all of the shares of each class and series of capital stock of the Surviving Company ("Parent Shares") issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holders thereof, continue unchanged and remain outstanding. From and after the Effective Time, the Subsidiary Interests will no longer be outstanding and will be canceled and retired and will cease to exist.

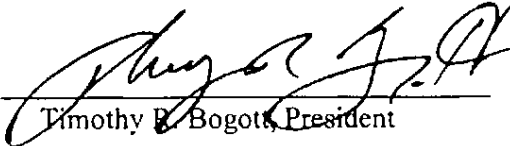
FIFTH: At the Effective Time, all property, real, personal and mixed, of each of the Merging Parties, and all debts due, as well as all other things and causes of action belonging to each of the Merging Parties, shall be vested in the Surviving Party, and shall thereafter be the property of the Surviving Party as they were of each of the Merging Parties, and the title to any real property vested by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger, but rather shall immediately vest in the Surviving Party without further action by any Merging Party or the Surviving Party. All rights of creditors and all liens upon any property of each of the Merging Parties shall be preserved unimpaired, and all debts, liabilities and duties of each of the Merging Parties that have merged shall attach to the Surviving Party and may be enforced against the Surviving Party to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Surviving Party.

* * *

IN WITNESS WHEREOF, the parties have executed this Plan of Merger as of the date first set forth above.

SURVIVING PARTY:

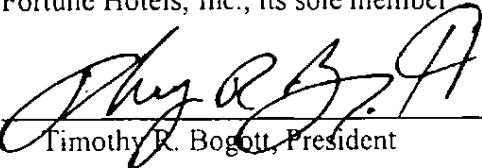
FORTUNE HOTELS, INC.,
a Florida corporation

By: 
Timothy R. Bogott, President

MERGING PARTIES:

**TRADEWINDS REAL ESTATE COMPANY,
LLC, a Florida limited liability company**

By: Fortune Hotels, Inc., its sole member

By: 
Timothy R. Bogott, President

BEACH HOUSE INVESTORS GROUP, LLC,
a Delaware limited liability company

By: _____

Name: _____
Manager

IN WITNESS WHEREOF, the parties have executed this Plan of Merger as of the date first set forth above.

SURVIVING PARTY:

FORTUNE HOTELS, INC.,
a Florida corporation

By: _____
Timothy R. Bogott, President

MERGING PARTIES:

**TRADEWINDS REAL ESTATE COMPANY,
LLC, a Florida limited liability company**

By: Fortune Hotels, Inc., its sole member

By: _____
Timothy R. Bogott, President

BEACH HOUSE INVESTORS GROUP, LLC,
a Delaware limited liability company

By: Christina Herr
Name: Christina Herr
Manager