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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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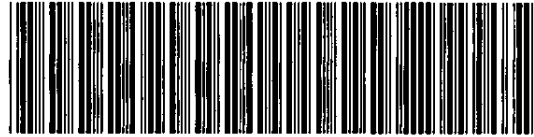
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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EFFECTIVE DATE 12/31/2013

11/25/13--01013--011 \*\*60.00

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TALLAHASSEE, FLORIDA

*Mayer*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Tourist Village Motel, Inc.

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Kenneth R. Cargill, Esq.

Contact Person

Cooper Cargill Chant, P.A.

Firm/Company

2935 White Mountain Highway

Address

North Conway, NH 03860

City, State and Zip Code

kcargill@coopercargillchant.com

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

For further information concerning this matter, please call:

Kenneth R. Cargill

at

603

356-5439

Name of Contact Person

Area Code and 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

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TALLAHASSEE, FL 32301

**Certificate of Merger  
For  
Florida Limited Liability Company**

**EFFECTIVE DATE** 12/31/2013

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Royalty Vacation Homes, LLC	Florida	Limited Liability Company
Tourist Village Motel, Inc.	New Hampshire	Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Tourist Village Motel, Inc.	New Hampshire	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2013

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

144 Main Street

Gorham, NH 03581

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 144 Main Street

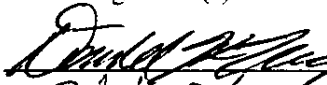
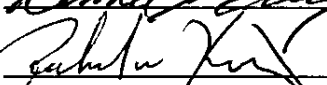
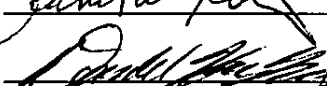
Gorham, NH 03581

Mailing address: 60 Mason Street

Berlin, NH 03570

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Royalty Vacation Home, LLC		Donald H. King
Royalty Vacation Home, LLC		Richard W. King
Tourist Village Motel, Inc.		Donald H. King

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## PLAN OF MERGER

This Agreement dated as of October 11, 2013, by and between Tourist Village Motel, Inc., a New Hampshire corporation (TVM) and Royalty Vacation Homes, LLC, a Florida limited liability company, ("Royalty").

In consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined herein below), Royalty shall merge with and into TVM (the "Merger") under the laws of the State of New Hampshire. TVM shall be the resulting corporation of the Merger ("Resulting Corporation").
2. Effective Time. The Merger shall become effective as of December 31, 2013 (the "Effective Time").
3. Articles of Agreement; Bylaws. The Articles of Incorporation and the Bylaws of TVM in effect immediately prior to the Effective Time shall be the Articles of Incorporation and the Bylaws of Resulting Corporation, until altered, amended or repealed in accordance with their terms and applicable law.
4. Name; Office. The name of Resulting Corporation shall be "Tourist Village Motel, Inc." The main office of Resulting Corporation shall be the main office of the TVM immediately prior to the Effective Time.
5. Directors and Officers. Upon consummation of the Merger, the directors and the officers of TVM immediately prior to the Effective Time shall continue to be the directors and the officers of the Resulting Corporation.
6. Effects of Merger. Upon consummation of the Merger, and in addition to the effects of other applicable law:
  - A. All rights, franchises and interests of Royalty in and to every type of property (real, personal and mixed), tangible and intangible, and choses in action, shall be transferred to and vested in Resulting Corporation by virtue of the Merger without any deed or other transfer, and Resulting Corporation, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by Royalty immediately prior to the Effective Time; and
  - B. Resulting Corporation shall be liable for all liabilities of Royalty, fixed or contingent, including all deposits, accounts, debts, obligations and contracts thereof, matured or unmatured, whether accrued, absolute, contingent or

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otherwise and whether or not reflected or reserved against on balance sheets, books of account or records thereof, and all rights of creditors or obligees and all liens on property of Royalty shall be preserved unimpaired.

7. Shares of Stock. At the Effective Time of the Merger, each membership interest in Royalty shall be converted into and exchanged for one (1) share of TVM Class A common stock and one share of TVM Class B common stock.
8. Issuance of New Certificates. Certificates evidencing the shares of Common Stock of TVM that the members of Royalty are entitled to receive pursuant to **Paragraph 7** hereof shall be delivered as soon as practical after the Effective Time of the Merger.
9. Additional Actions. If, at any time after the Effective Time, Resulting Corporation shall consider that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise, in Resulting Corporation its rights, title or interest in, to or under any of the rights, properties or assets of the Royalty acquired or to be acquired by Resulting Corporation as a result of, or in connection with the Merger, or (ii) otherwise carry out the purposes of this Plan of Merger, Royalty and its proper officers and directors shall be deemed to have granted to Resulting Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in Resulting Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of Resulting Corporation are fully authorized in the name of Royalty or otherwise to take any and all such action.
10. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one agreement.
11. Governing Law. This Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of New Hampshire.
12. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of the TVM and Royalty at any time prior to the Effective Time.
13. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by whichever of the parties hereto is, or the stockholders of which are, entitled to the benefit thereof by action taken by the Board of Directors or members of such party.

[signatures appear on following page]

IN WITNESS WHEREOF, each of TVM and Royalty has caused this Agreement to be executed on its behalf by its duly authorized officers, directors and managers, all as of the date first above written.

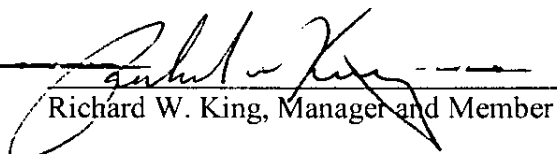
TOURIST VILLAGE MOTEL, INC.

ROYALTY VACATION HOMES, LLC

  
Donald H. King, President

  
Donald H. King, Manager and Member

  
Donald H. King, Director

  
Richard W. King, Manager and Member

  
Donald H. King, Director

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