

5/9/2016 12:41:57 PM From: To: 8506176380(1/10)

LD600057101

Florida Department of State
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**MERGER OR SHARE EXCHANGE
LOOSESREW SANCTUARY, L.L.C.**

Certificate of Status	0
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CERTIFICATE OF MERGER

of

BIG CYPRESS GALLERY, L.L.C.,
a Florida limited liability company

with and into

LOOESCREW SANCTUARY, L.L.C.,
a Florida limited liability company

Dated May 3, 2016

Pursuant to and in accordance with the provisions of Section 605.1025 of the Florida Limited Liability Company Act (the "FLLCA"), the following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies.

1. The name, entity type and jurisdiction for the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	
BIG CYPRESS GALLERY, L.L.C.	Florida	Limited Liability Company	L06000057104

2. The name, entity type and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>	
LOOESCREW SANCTUARY, L.L.C.	Florida	Limited Liability Company	L06000057101

3. Plan of Merger; Approval. That certain Agreement and Plan of Merger, dated as of, and effective as of, the same date as this Certificate of Merger, attached hereto as Exhibit A, has been approved and executed by (i) each merging entity in accordance with Sections 605.1021 through 605.1026 of the FLLCA, and (ii) all of the members of each merging entity in accordance with Section 605.1023 of the FLLCA.

4. Effective Date. The effective date of this merger shall be the date on which this Certificate of Merger is filed with the Department of State of the State of Florida.

5. Appraisal Rights. The surviving party has agreed to pay to any members with appraisal rights the amount to which such members are entitled under Sections 605.1006 and 605.1061 through 605.1072 of the FLLCA, if and to the extent such statutory provisions are applicable to this merger.

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6. Counterparts; Facsimile Signatures. This Certificate of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of this certificate.

[Signature page follows]

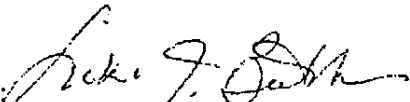
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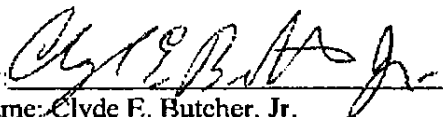
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The undersigned have executed this Certificate of Merger as of the date first set forth above.

BIG CYPRESS GALLERY, L.L.C., a
Florida limited liability company

By: 
Name: Niki J. Butcher
Its: Manager

LOOSESCREW SANCTUARY, L.L.C., a
Florida limited liability company

By: 
Name: Clyde F. Butcher, Jr.
Its: Manager

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

SECRET
DIVISION OF CONSTITUTION

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AGREEMENT AND PLAN OF MERGER

BETWEEN

BIG CYPRESS GALLERY, L.L.C.,
a Florida limited liability company

and

LOOESCREW SANCTUARY, L.L.C.,
a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of May 3, 2016, by and between **BIG CYPRESS GALLERY, L.L.C.**, a Florida limited liability company ("Merged Company") and **LOOESCREW SANCTUARY, L.L.C.**, a Florida limited liability company ("Surviving Company," and collectively with Merged Company, the "Constituent Entities").

Background:

WHEREAS, Merged Company and Surviving Company are each a limited liability company duly organized under the laws of the State of Florida;

WHEREAS, Niki J. Butcher is the sole manager of Merged Company and Niki J. Butcher and Jackie Butcher Obendorf, as Co-Trustees of the Niki J. Butcher Revocable Trust under agreement dated July 13, 2006, as amended on March 24, 2016, owns 100% of the membership interests of Merged Company;

WHEREAS, Clyde E. Butcher, Jr. is the sole manager of Surviving Company and Clyde E. Butcher, Jr. and Jackie Butcher Obendorf, as Co-Trustees of the Clyde E. Butcher Revocable Trust under agreement dated July 13, 2006, as amended on March 24, 2016, owns 100% of the membership interests of Surviving Company;

WHEREAS, each of the Constituent Entities, and its respective managers and members have determined that it is advisable and in the best interests of the Merged Company and Surviving Company that Merged Company be merged with and into Surviving Company (hereinafter called the "Merger"), on the terms and conditions set forth herein and in accordance with Florida Statutes Chapter 605; and

WHEREAS, Surviving Company's limited liability company existence under the laws of the State of Florida shall not be affected in any manner by reason of the Merger, except as set forth herein.

NOW THEREFORE, In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merged Company and Surviving Company, have agreed and do hereby agree as follows:

Terms:

1. **Merger.** Merged Company and Surviving Company shall be merged into a single limited liability company, in accordance with applicable provisions of the laws of the State of Florida, by Merged Company merging with and into Surviving Company, with Surviving Company as the surviving limited liability company.

2. **Effect of Merger.** From and after the filing of the Certificate of Merger with the Florida Department of State, the Constituent Entities shall be a single limited liability company, which shall be Surviving Company as the surviving limited liability company, and the separate existence of Merged Company shall cease except to the extent provided by the laws of the State of Florida in the case of a limited liability company after its merger into another limited liability company, while the existence of Surviving Company shall continue unaffected and unimpaired, except as set forth herein. Surviving Company shall continue to be governed by the laws of the State of Florida and Surviving Company shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under Florida law. Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Entities. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Entities, shall be taken and deemed to be transferred to and vested in Surviving Company without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Entities, shall not revert or be in any way impaired by reason of such merger. Surviving Company shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if such merger had not taken place, or Surviving Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the merger.

3. **Articles of Organization and Operating Agreement of Surviving Company.** The Articles of Organization and Operating Agreement of the Surviving Company in effect immediately prior to the Effective Date (as defined herein) shall, upon the Merger becoming effective, be and remain the Articles of Organization and Operating Agreement of the Surviving Company until the same shall be altered, amended or repealed.

4. **Management of Surviving Company.** The Manager of the Surviving Company in effect immediately prior to the Effective Date shall, upon the Merger becoming effective, be and remain the Manager of the Surviving Company until his successors are elected and qualified.

5. **Conversion of Membership Interests.** The manner of converting the outstanding membership interests of Merged Company into Surviving Company shall be as follows:

a. Each membership interest of Merged Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any

action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger.

b. Each membership interest of Surviving Company issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, shall remain issued, outstanding and unaffected, such that the ownership of Surviving Company immediately following the Merger shall be the same as it was immediately prior to the Merger.

6. **Surrender of Certificates.** Each record holder of an outstanding certificate or certificates which represents membership interests of Merged Company immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Agreement and such certificates shall be cancelled. Membership certificates of Surviving Company shall remain issued, outstanding and unaffected consistent with Section 5a. above.

7. **Further Assurances.** If at any time after the Effective Date, Surviving Company shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Surviving Company, according to the terms hereof, the title to any property rights of the Constituent Entities, the last acting managers of the Constituent Entities, as the case may be, shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Surviving Company, and otherwise carry out the purposes of this Agreement.

8. **Approval By Members.** This Agreement shall be approved by the respective Managers of each Constituent Entity and submitted to the respective Members of each Constituent Entity for approval as provided by Florida law. If duly adopted by the requisite vote of such Members, the Certificate of Merger meeting the requirements of Florida law shall be filed immediately in the appropriate office in Florida.

9. **Effective Date.** The merger of Merged Company and Surviving Company shall become effective upon the filing of the Certificate of Merger in accordance with Florida law (the "Effective Date").

10. **Covenants of Surviving Company.** Surviving Company covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its membership interests or any rights to acquire any such membership interests prior to the Effective Date.

11. **Covenants of Merged Company.** Merged Company covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its membership interests or any rights to acquire any such membership interests prior to the Effective Date.

12. **Termination.** Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by the Managers of either of the Constituent Entities at any time prior to filing of the Certificate of Merger.

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13. **Counterparts.** This Agreement may be executed in several counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Signature page follows]

SECRET
DIVISION

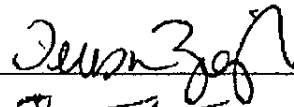
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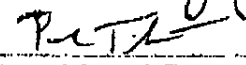
IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized manager on the date set forth above.

WITNESSES:

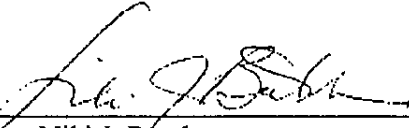
MERGED COMPANY:

BIG CYPRESS GALLERY, L.L.C., a
Florida limited liability company





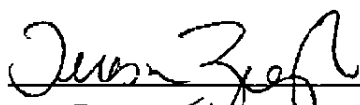
As to Merged Company

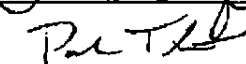
By: 

Name: Niki J. Butcher
Its: Manager

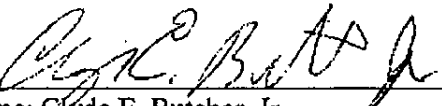
SURVIVING COMPANY:

LOOSESCREW SANCTUARY, L.L.C., a
Florida limited liability company





As to Surviving Company

By: 

Name: Glyde E. Butcher, Jr.
Its: Manager