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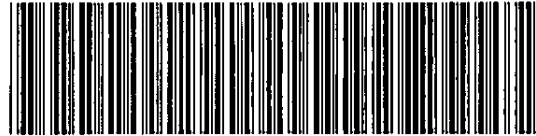
(Business Entity Name)

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**DATE: 6/26/13**

**NAME: DISTINCTIVE LIFESTYLE, LLC**

**TYPE OF FILING: MERGER**

**COST: 80.00**

**RETURN: CERTIFIED COPY PLEASE**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT: DISTINCTIVE LIFESTYLE, 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:

### Contact Person

## Ferrante & Associates

Firm/Company

126 Prospect Street

Address

Cambridge, MA 02139

City, State and Zip Code

laf@ferranteandassociates.com

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

For further information concerning this matter, please call:

Alison Cook at (617 ) 868-5000, ext. 225

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

FILED  
13 JUN 26 AM 9:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER**  
**OF**  
**CONTINENTAL DISTINCTIVE HOSPITALITY, LLC**  
**WITH AND INTO**  
**DISTINCTIVE LIFESTYLE, LLC**

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Companies Act, the undersigned Continental Distinctive Hospitality, LLC and Distinctive Lifestyle, LLC adopt the following Certificate of Merger:

1. The name of the merging entity is Continental Distinctive Hospitality, LLC, a Florida limited liability company (the "Merging Entity").
2. The name of the surviving entity of the merger is Distinctive Lifestyle, LLC, a Florida limited liability company (the "Surviving Entity").
3. The attached plan of merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.
4. This merger shall be made effective on June 30, 2013.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of June 24, 2013.

**MERGING ENTITY**

**CONTINENTAL DISTINCTIVE  
HOSPITALITY, LLC**, a Florida limited  
liability company

By:   
David Diestel, Manager

**SURVIVING ENTITY**

**DISTINCTIVE LIFESTYLE, LLC**, a  
Florida limited liability company

By:   
Edward Howland, Manager

**EXHIBIT "A"**

**PLAN OF MERGER**

**THIS PLAN OF MERGER** (the "Agreement") is made and entered as of June 24, 2013, by and between **CONTINENTAL DISTINCTIVE HOSPITALITY, LLC**, a Florida limited liability company (the "Merging Entity"); and **DISTINCTIVE LIFESTYLE, LLC**, a Florida limited liability company (the "Surviving Entity").

**WHEREAS**, the Merging Entity is a limited liability company organized and existing under and by virtue of the laws of the State of Florida;

**AND WHEREAS**, the Surviving Entity is a limited liability company organized and existing under and by virtue of the laws of the State of Florida;

**AND WHEREAS**, pursuant to the duly authorized action by the members and managers of the Surviving Entity and the members and managers of the Merging Entity, the Surviving Entity and the Merging Entity have determined that they shall merge (the "Merger") upon the terms and subject to the conditions and in the manner set forth in this Agreement and in accordance with the applicable provisions of the Florida Limited Liability Company Act.

**NOW THEREFORE**, in consideration of the premises and the terms, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Merger. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and subject to the conditions and in the manner set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity. The Merger shall be effective on June 30, 2013 (the "Effective Time").

2. Survival; Existence. At and after the Effective Time: (a) the Surviving Entity shall be the surviving entity, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Limited Liability Company Act; and (b) the Merging Entity shall cease to exist and its assets, property and obligations shall become the assets, property and obligations of the Surviving Entity as the surviving entity.

3. Certificate; Operating Agreement. At and after the Effective Time: (a) the Certificate of Formation of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Certificate of Formation of the Surviving Entity until duly amended; and (b) the limited liability company operating agreement of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the limited liability company operating agreement of the Surviving Entity until duly amended.

4. Manner and Basis of Converting Securities.

(a) *Merging Entity.* Each limited liability company unit of the Merging Entity that is issued and outstanding immediately prior to the Effective Time, on and after the Effective Time, without further action, shall cease to exist. On or after the Effective Time, the sole holder of the issued and outstanding limited liability company units of the Merging Entity shall surrender the same to the Surviving Entity for cancellation.

(b) *Surviving Entity.* The issued units, if any, of the Surviving Entity shall not be converted in any manner, shall be unaffected and continue to be units of the Surviving Entity.

5. Approval. The Merger contemplated by this Agreement has previously been submitted to and approved by the members and managers of the Surviving Entity and the members and managers of the Merging Entity. Subsequent to the execution of this Agreement by the appropriate representatives of the Merging Entity and the Surviving Entity, the proper representatives of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. Miscellaneous. Prior to the Effective Time, this Agreement may be amended or terminated by the written agreement of the parties hereto. 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 will constitute one and the same agreement. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof. The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and no individual who or entity which is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.