

LD8000115438

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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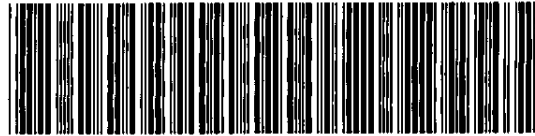
(Business Entity Name)

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TALLAHASSEE, FLORIDA

D. BRUCE

JAN 25 2012

EXAMINER

HINSHAW

& CULBERTSON LLP

January 17, 2011

ATTORNEYS AT LAW

One East Broward Blvd.
Suite 1010
Ft. Lauderdale, FL 33301

954-467-7900
954-467-1024 (fax)
www.hinshawlaw.com

VIA UPS

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**Re: RIBS NYC, LLC
RIBS NY, LLC**

Dear Madam/Sir:

Please be advised that the undersigned represents one of the Members of the above two (2) Limited Liability Companies.

Enclosed herein for filing are the following documents:

1. Certificate of Merger for Florida Limited Liability Company, together with a copy of the Agreement and Plan of Merger. **Please process the filing of the Certificate of Merger FIRST;**
2. A check payable to the Florida Department of State in the amount of \$50.00 for the Certificate of Merger filing fee; and
3. Articles of Amendment to Articles of Organization of RIBS NY, LLC. **Please process the Articles of Amendment AFTER the above Certificate of Merger has been filed;**
4. A check payable to the Florida Department of State in the amount of \$25.00 for the Articles of Amendment filing fee.

Please process the above documents and forward your correspondence to my office indicating that the above documents have been filed.

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Division of Corporations
January 17, 2011
Page 2

If you have any questions, please feel free to contact me. Thank you.

Very truly yours,
HINSHAW & CULBERTSON LLP



Eliot C. Abbott
eabbott@hinshawlaw.com

ECA:rrk
Enclosures

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TALLAHASSEE, FLORIDA

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

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>
RIBS NYC, LLC	FLORIDA	LLC L090000004038
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
RIBS NY, LLC	FLORIDA	LLC L080000115438

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:

shall be on the date of filing of Certificate of Merger

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:

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:


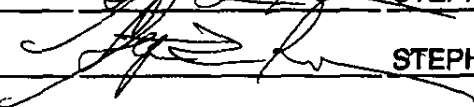
Street address:

Mailing address:

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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:
RIBS NYC, LLC		STEPHEN RIEMER
RIBS NY, LLC		STEPHEN RIEMER

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER
OF
RIBS NYC, LLC
AND
RIBS NY, LLC

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TALLAHASSEE, FLORIDA

The following Agreement and Plan of Merger has been submitted to and approved by the Members (collectively "the Members") of Ribs NYC, LLC, a Florida Limited Liability Company, whose Document Number is L09000004038 (hereinafter sometimes referred to as "Ribs NYC" or "Merging Entity") and all of the Members and Managers of Ribs NY, LLC, a Florida Limited Liability Company whose Document Number is L08000115438 (hereinafter referred to as "Ribs NY" or "Surviving Entity").

1. Surviving Entity. The Merging Entity shall merge with and into the Surviving Entity (the "Merger"). After the Merger, the name of the Surviving Entity will continue to be Ribs NY, LLC. Upon the Merger becoming effective, the corporate existence of the Merging Entity shall cease and only the existence of the Surviving Entity will continue.

2. Conversion of Equity Ownership. As of the Effective Date (as defined in Section 7 hereof) of the Merger, the issued and outstanding Membership Interest of Ribs NYC (collectively, "Membership Interest") will be converted and exchanged set forth below.

a. Ribs NYC's Membership Interest. All of the Membership Interest of Ribs NYC issued and outstanding immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action on the part of the holder thereof, be cancelled. No cash or other property shall be given as consideration for the cancellation of the Membership Interest.

b. Surviving Entity's Membership Interest. The Membership Interest of the Surviving Entity issued and outstanding immediately prior to the Effective Date, and all rights of any Member in such Membership Interest shall, solely by virtue of the Merger and without any action by the holder thereof, remain unchanged. On the Effective Date, the Members of the Merging Entity shall deliver to the Surviving Entity their Membership Interest representing all of the Membership Interest of the Merging Entity owned by the Members duly endorsed in blank. The Surviving Entity hereby agrees that, upon receipt of such Membership Interest from the Members of the Merging Entity, the Surviving Entity shall cancel said Membership Interest. As of the Effective Date, each Membership Interest of the Merging Entity in the Merging Entities treasury, if any, immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action by the holder thereof, be canceled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof.

3. Articles of Organization. The Articles of Organization of the Surviving Entity in effect immediately prior to the Effective Date shall continue to be the Articles of Organization of the Surviving Entity.

4. Operating Agreement. The Operating Agreement of the Surviving Entity in effect as of the Effective Date shall continue to be the Operating Agreement of the Surviving Entity and shall not be amended by the Merger.

5. Managers. The Managers of the Surviving Entity immediately prior to the Effective Date shall be the Managers of the Surviving Entity and will hold office from the

Effective Date until their respective successors are appointed pursuant to the Operating Agreement, or as otherwise provided by law.

6. Effective Date. The Merger shall become effective on the date of filing of the Certificate of Merger. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

7. Effect of Merger. As of the Effective Date, the Surviving Entity shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Merging Entity and the Surviving Entity; and all singular rights, privileges, powers and franchises of the Merging Entity and the Surviving Entity, and all property, real, personal and mixed, and all debts due to the Merging Entity or Surviving Entity on whatever account shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest, including leasehold interests, shall be thereafter effectively, the property of the Surviving Entity as they were of the Merging Entity, and the title to any real estate vested by deed or by otherwise (if any) in the Merging Entity, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging Entity shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Entity shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. Notice of General Provisions. All notices, requests, waivers, and other communications required or permitted to be given pursuant to this Agreement shall be in writing

and shall be deemed to have been duly given if delivered personally, or mailed registered or certified first-class mail, postage prepaid, as follows:

Ribs NYC, LLC
271 East Hallandale Beach Blvd.
Hallandale, Florida 33009

Attention: Stephen L. Riemer

Ribs NY, LLC
271 East Hallandale Beach Blvd.
Hallandale, Florida 33009

Attention: Stephen L. Riemer

9. Further Assurances. After the Effective Date, the Surviving Entity may execute and deliver any deed or assignment or other document or certificate which the Surviving Entity determined necessary or desirable to carry out the purposes of the above-described Agreement and Plan of Merger, and the Surviving Entity and the Merging Entity agree that the proper officers, directors, Members, managers and members, as the case may be, of the Surviving Entity or of the Merging Entity are fully authorized in the name of the Surviving Entity or otherwise to execute such documents or certificates.

10. Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, among the parties hereto with respect to the subject matter hereof.

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11. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Headings. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

13. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

14. Approvals. The Members and Managers of the Surviving Entity, and the Members of Merging Entity have approved the transactions contemplated herein.

15. Members Approval. The Members of the Surviving Entity and the Members of the Merging Entity have approved the transactions contemplated herein.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 31st day of December, 2011.

WITNESSES:

RIBS NYC, LLC

Paul Riemer
Signature
Print Name: Paul Riemer

Stephen L. Riemer
By: Stephen L. Riemer
Title: Manager

Jessica Finkelson
Signature
Print Name: Jessica Finkelson

Paul Riemer
Signature
Print Name: Paul Riemer

Stephen L. Riemer
By: Stephen L. Riemer
Title: Member

Jessica Finkelson
Signature
Print Name: Jessica Finkelson

RIBS NY, LLC

Paul Riemer
Signature
Print Name: Paul Riemer

Stephen L. Riemer
By: Stephen L. Riemer
Title: Manager

Jessica Finkelson
Signature
Print Name: Jessica Finkelson

Paul Riemer
Signature
Print Name: Paul Riemer

Stephen L. Riemer
By: Stephen L. Riemer
Title: Member

Jessica Finkelson
Signature
Print Name: Jessica Finkelson

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