

L10000014686

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

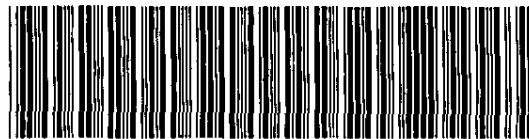
Special Instructions to Filing Officer:

L10000014686-80.00
this
Filing

Only 105.00

Attached to
Filing

Office Use Only



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01/12/15--01033--024 **113.75

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DIVISION OF CORPORATIONS
14 JAN 12 PM 3:15
NOT INTENDED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING

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15 JAN 12 AM 8:54

CL.
1-14-15



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 13, 2015

SUNSHINE CORPORATE & FILING SERVICES, INC.
ATTN: TINA GOFF

SUBJECT: STEM PEARLS, LLC
Ref. Number: L10000014686

We have received your document for STEM PEARLS, LLC and your check(s) totaling \$113.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

Letter Number: 215A00000633

SUNSHINE CORPORATE & FILING SERVICES, INC.

3458 LAKESHORE DRIVE
TALLAHASSEE, FLORIDA 32312
(850) 656-4724
TOLL FREE: 844-541-6792

COVER LETTER

WALK IN

ENTITY NAME: STEM PEARLS, LLC

CK # 1482

AMOUNT: 113.75

PLEASE FILE THE ATTACHED AND RETURN:

☐ PLAIN COPY

☒ CERTIFIED COPY

PLEASE CONTACT TINA AT 850-508-1891 FOR
FURTHER INFORMATION ON THIS MATTER.

THANK YOU!

TINA GOFF, PRESIDENT

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DIVISION OF CORPORATIONS

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ARTICLES OF MERGER

OF

STEM PEARLS, LLC

INTO

STEM PEARLS, LLC

The following Articles of Merger are submitted to merge the following Florida Limited Liability Company and New York Limited Liability Company in accordance with § 605.1025 of the 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>
Stem Pearls, LLC (" <u>Surviving LLC</u> ")	New York	Limited Liability Company
Stem Pearls, LLC (" <u>Non-Surviving LLC</u> ")	Florida	Limited Liability Company

LI0000014686

SECOND: The Surviving LLC is the surviving party and its exact name, form/entity type and jurisdiction are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Stem Pearls, LLC	New York	Limited Liability Company

THIRD: The merger was approved by (i) Non-Surviving LLC in accordance with §§ 605.1021-605.1026 of the Florida Statutes, (ii) Surviving LLC in accordance with the laws of its jurisdiction and (iii) by each member of each merging limited liability company who as a result of the merger will have interest holder liability under § 605.1023(1)(b) of the Florida Statutes, if any.

FOURTH: Surviving LLC is a foreign entity that does not have a certificate of authority to transact business in the State of Florida. The mailing address to which the department may send any process served pursuant to § 605.0117 and Chapter 48 of the Florida Statutes is:

c/o Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554
Attn: Fred Skolnik, Esq.

FIFTH: Non-Surviving LLC agrees to pay any members with appraisal rights the amount to which such members are entitled under §§ 605.1006 and 605.1061-605.1072 of the Florida Statutes.

SIXTH: The merger shall be effective upon the filing of this certificate.

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IN WITNESS WHEREOF, this certificate has been signed on the 9th day of January, 2015.

SURVIVING LLC

Stem Pearls, LLC

By: /s/ Mark Weinreb
Name: Mark Weinreb
Title: Authorized Person

NON-SURVIVING LLC

Stem Pearls, LLC

By: /s/ Mark Weinreb
Name: Mark Weinreb
Title: Authorized Person

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AGREEMENT AND PLAN OF MERGER

15 JAN 12 AM 8:54

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of January 9, 2015, is entered into by and between Steam Pearls, LLC, a New York limited liability company (the "Company"), and Steam Pearls, LLC, a Florida limited liability company (the "Target").

WHEREAS, the parties hereto seek to merge the Target with and into the Company with the Company as the surviving company, on the terms and subject to the conditions set forth herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 1001 of the New York Limited Liability Company Law (the "LLCL") and Section 605.1021 of the Florida Revised Limited Liability Company Act (the "Florida Act"), the Target shall be merged with and into the Company at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Target shall cease, and the Company shall continue as the surviving company (the "Surviving Company"). The effects and consequences of the Merger shall be as set forth in this Agreement, the LLCL and the Florida Act.
2. Effective Time. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) a certificate of merger (the "New York Certificate of Merger") with the Secretary of State of the State of New York complying with Section 1003 of the LLCL and (ii) articles of merger (the "Florida Articles of Merger") with the Secretary of State of the State of Florida complying with Section 605.1025 of the Florida Act with respect to the Merger. The Merger shall become effective upon the filing of the New York Certificate of Merger and the Florida Articles of Merger (the "Effective Time").
3. Effects of Merger. The Merger shall have the effects set forth in the LLCL and the Florida Act, including without limitation Section 1004 of the LLCL and Section 605.1026 of the Florida Act. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties (whether real, personal or mixed), rights, privileges and powers of the Target shall vest in the Company, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of the Target shall become the debts, liabilities, obligations and duties of the Company, as the Surviving Company.
4. Organizational Documents. The operating agreement and the articles of organization of the Company in effect at the Effective Time shall be the operating agreement and the articles of organization of the Surviving Company until thereafter amended as provided therein or by the LLCL.
5. Officers. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Company from and after the Effective Time and shall hold office

until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the operating agreement and the articles of organization of the Company or as otherwise provided by the LLCL.

6. Cancellation of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Company or the Target, each membership interest in the Target issued and outstanding immediately prior to the Effective Time will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor. Each membership interest of the Company issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

7. Entire Agreement. This Agreement together with the New York Certificate of Merger and the Florida Articles of Merger constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Further Assurances. If at any time at or after the effective date of this Agreement, any of the parties shall consider or be advised that any other instrument of conveyance or transfer, assignment or assurance or other documentation or the taking of any other act is necessary, desirable or proper to vest, perfect or confirm the Merger, the parties agree to execute and deliver all such instruments, assignments, assurances and documents to do all things necessary, desirable or proper to vest, perfect or confirm the Merger and otherwise to carry out the purposes of this Agreement.

* * * * *

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY

Stem Pearls, LLC

By: /s/ Mark Weinreb

Name: Mark Weinreb

Title: Chief Executive Officer

TARGET

Stem Pearls, LLC

By: /s/ Mark Weinreb

Name: Mark Weinreb

Title: Chief Executive Officer

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