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DIVISION OF CORPORATIONS
13 JUL -3 PM 2:20

1 JUL - 9 2013

T. BROWN

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Exclusive Limo, 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:

Natalia M Trushina-Jimenez

Contact Person

Exclusive Limo, LLC

Firm/Company

848 Brickell Ave, PH - 3

Address

Miami, FL 33131

City, State and Zip Code

natalia@exclusivelimo.com

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

For further information concerning this matter, please call:

Natalia M Trushina-Jimenez at (305) 7715466

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 14, 2013

NATALIA M TRUSHINA-JIMENEZ
EXECLUSIVE LIMO, LLC
848 BRICKELL AVE PH-3
MIAMI, FL 33131

SUBJECT: EXCLUSIVE LIMO, LLC
Ref. Number: L10000056559

We have received your document for EXCLUSIVE LIMO, LLC and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must contain the terms and conditions of the merger.

The plan of merger must contain the manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property.

The plan of merger must contain the manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property.

The plan of merger must include the other provisions, if any, relating to the merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Teresa Brown
Regulatory Specialist II

Letter Number: 213A00012018

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 JUL -3 PM 2:20

**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>
Prestige Travel, LLC	Florida	LLC
Exclusive Boating, LLC	Florida	LLC
Exclusive Limo, LLC	Florida	LLC

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>
Exclusive Limo, LLC	Florida	LLC

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.

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:

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:

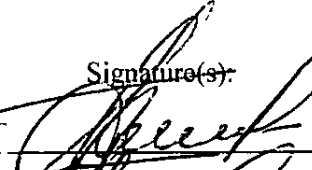
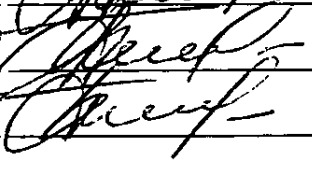
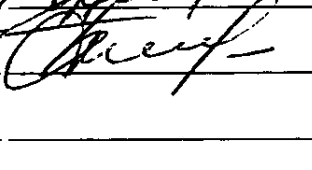
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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:
Exclusive Limo, LLC		Natalia M Trushina
Exclusive Boating, LLC		Natalia M Trushina
Prestige TRAVEL, LLC		Natalia M Trushina

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

<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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PLAN OF MERGER

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>
Prestige Travel, <i>LLC</i>	Florida	LLC
Exclusive Boating, <i>LLC</i>	Florida	LLC
Exclusive Limo, <i>LLC</i>	Florida	LLC

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>
Exclusive Limo, <i>LLC</i>	Florida	LLC

THIRD: The terms and conditions of the merger are as follows:

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

Merger Agreement

THIS MERGER AGREEMENT ("Agreement") is made on June 01, 2013 by and between Prestige Travel, LLC, 848 Brickell Avenue Ste. PH-3, Miami, Florida 33131, (the "Prestige Travel, LLC"), Exclusive Boating, LLC, 848 Brickell Avenue Ste. PH-3, Miami, Florida 33131 (the "Exclusive Boating, LLC") and Exclusive Limo, LLC of 848 Brickell Avenue Ste. PH-3, Miami, Florida 33131, (the "Exclusive Limo, LLC").

On completion of the merger, Prestige Travel, LLC and Exclusive Boating, LLC will be dissolved leaving Exclusive Limo, LLC as the surviving business which will be known as Exclusive Limo, LLC after the merger is complete. The surviving business will be registered in the state of Florida.

RECITALS

Prestige Travel, LLC Dissolving Entity

Prestige Travel, LLC is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of Florida.

Exclusive Boating, LLC Dissolving Entity

Exclusive Boating, LLC is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of Florida.

Exclusive Limo, LLC Surviving Entity

Exclusive Limo, LLC is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of Florida.

Exclusive Limo, LLC Final Entity

Exclusive Limo, LLC is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Prestige Travel, LLC shall be merged with and into surviving entity under the laws of the state of Florida. As a result of the Merger, the separate corporate existence of Prestige Travel, LLC and Exclusive Boating, LLC shall cease and the entities shall continue as the surviving business entity Exclusive Limo, LLC.

Certificate of Merger

Exclusive Limo, LLC shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Prestige Travel, LLC holds real property.

Effective Date of Merger

The merger shall be effective on the date of filing of the certificate of merger.

TERMS AND CONDITIONS**Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Make any distributions to its shareholders.

Further Assignments or Assurances

If at any time Exclusive Limo, LLC considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in Exclusive Limo, LLC the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of Prestige Travel, LLC and Exclusive Boating, LLC as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law and do all acts that the surviving entity reasonably determines to be proper to vest, perfect and confirm title to such property or rights in Exclusive Limo, LLC and otherwise carry out the provisions of this Agreement.

VALUATION OF ASSETS**Assets of Prestige Travel, LLC**

The partners or managers of Prestige Travel, LLC agree that:

The present value of its tangible and intangible assets, including goodwill is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

Assets of Exclusive Boating, LLC

The partners or managers of Exclusive Boating, LLC agree that:

The present value of its tangible and intangible assets, including goodwill is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

Assets of Exclusive Limo, LLC

The partners or managers of Exclusive Limo, LLC agree that:

The present value of its tangible and intangible assets, including goodwill, is \$674,018.00;

The fair market value of its unrealized receivables is \$5,000.00;

The fair market value of its inventory is \$545,864.00; and

The estimated amount of its liabilities is \$1,615,542.00.

Conversion

- (a) At the effective date of the merger, each interest in Prestige Travel, LLC and Exclusive Boating, LLC will be converted into 0 interest[s] of Exclusive Limo, LLC.
- (b) No fractional interests of Exclusive Limo, LLC after merger will be issued to the holders of interests of Prestige Travel, LLC and Exclusive Boating, LLC. However, holders who would otherwise be entitled to receive a fraction of an interest of Exclusive Limo, LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Prestige Travel, LLC and Exclusive Boating, LLC as of the effective date of the merger.
- (c) Each interest of Exclusive Limo, LLC will be converted into 0 interest[s] of the new surviving entity (Exclusive Limo, LLC) after merger.
- (d) No fractional interests of Exclusive Limo, LLC before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of Exclusive Limo, LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Exclusive Limo, LLC as of the effective date of the merger.

Exchange

If any interest of Prestige Travel, LLC and Exclusive Boating, LLC being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of Prestige Travel, LLC have been converted.

MANAGEMENT OF SURVIVING ENTITY

Management and Control

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity will consist of 2 Directors. Disappearing entities shall be entitled to nominate 1 member each of the Board of Directors of the surviving entity.

INTERPRETATION AND ENFORCEMENT

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

Applicable Law

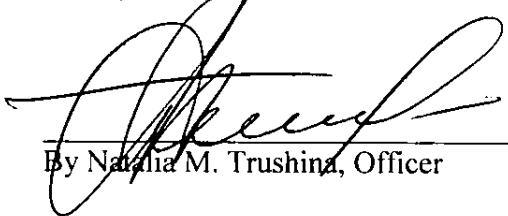
The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

Approvals

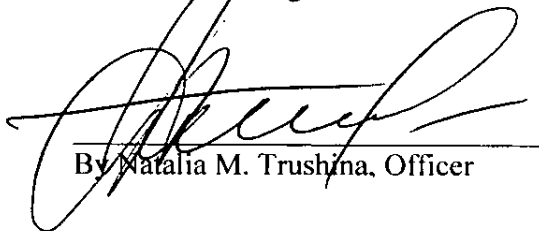
The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

In witness of the mutual promises made above, Prestige Travel, LLC, Exclusive Boating, LLC and Exclusive Limo, LLC have executed this Merger Agreement on the date first stated above.

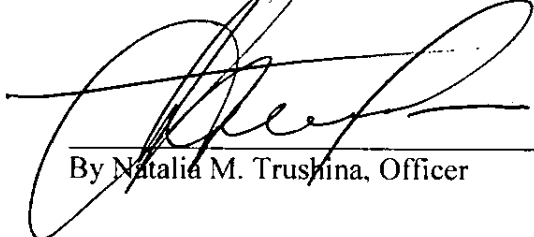
Prestige Travel, LLC:


By Natalia M. Trushina, Officer

Exclusive Boating, LLC:


By Natalia M. Trushina, Officer

Exclusive Limo, LLC:


By Natalia M. Trushina, Officer