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850-617-8381 7/2/2015 9:57:39 AM PAGE 1/001 Fax Server



July 2, 2015

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BI SOHO INVESTMENTS, LLC
1501 S. ARRAWANA AVE.
TAMPA, FL 33629

RE-SUBMIT

SUBJECT: BI SOHO INVESTMENTS, LLC
REF: L11000097614

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We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The Articles of Merger was not submitted with the Plan of Merger.

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

Irene Albritton
Regulatory Specialist II

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FLORIDA DEPARTMENT OF STATE
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TALLAHASSEE, FLORIDA

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AGREEMENT, PLAN AND ARTICLES OF MERGER

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER dated June 30, 2015, by and between BEST SOHO INVESTMENTS, LLC, a Delaware limited liability company ("Best"), having its principal place of business at 1505 S. Howard Ave., Tampa, Florida 33606, and BI SOHO INVESTMENTS, LLC, a Florida limited liability company ("BI"), having its principal place of business at 1505 S. Howard Ave., Tampa, Florida 33606, such companies being hereinafter collectively referred to as the "Constituent Companies."

WITNESSETH:

WHEREAS, Best is a limited liability company duly organized and existing under the laws of the State of Delaware, having been formed on August 19, 2011, and is authorized to issue certain membership interest units (the "Units" of Best); and

WHEREAS, BI is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on August 24, 2011, and is authorized to issue certain membership interest units (the "Units" of BI); and

WHEREAS, the respective members and managers of Best and BI deem it advisable and in the best interests of the Constituent Companies that BI be merged with and into Best as the surviving company, and such members and managers have duly approved the execution, delivery and performance of this Agreement, Plan and Articles of Merger (this "Plan").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. **MERGER AND NAME OF SURVIVING COMPANY.** At the Effective Date, as hereinafter defined, BI shall be merged with and into Best which is hereby designated as the "Surviving Company." The Surviving Company's name shall be Best Soho Investments, LLC.

2. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the merger are as follows:

(a) The Constituent Companies shall be a single company, which shall be Best, the company designated herein as the Surviving Company.

(b) The separate existence of BI shall cease.

(c) The Surviving Company shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of each Constituent Company. All of the rights, privileges, powers and franchises of each

Constituent Company, and all property, real, personal, intellectual and mixed, and all debts due to either Constituent Company on whatever account, belonging to each Constituent Company shall be vested in the Surviving Company. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company just as they were of the respective Constituent Companies. The title to any real estate vested by deed or otherwise in either Constituent Company shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property of either Constituent Company shall be preserved unimpaired. All debts, liabilities and duties of the respective Constituent Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against either Constituent Company shall be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in such action or proceeding.

(d) All acts, plans, policies, contracts, approvals and authorizations of BI and its members, committees elected or appointed by the members, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to BI.

(e) The assets, liabilities, reserves and accounts of each Constituent Company shall be recorded on the books of the Surviving Company at the amounts at which they, respectively, shall then be carried on the books of such Constituent Company subject to such adjustments as may be appropriate in giving effect to the merger.

(f) The managers and officers of Best as of the Effective Date shall be the managers and officers of the Surviving Company.

3. MANNER AND BASIS OF CONVERTING UNITS.

(a) Each issued and outstanding Unit of Best at the Effective Date shall remain issued and outstanding without any action on the part of the holder thereof.

(b) Any and all outstanding BI Units at the Effective Date shall be cancelled

4. CERTIFICATE OF FORMATION, ORGANIZATION AND OPERATING AGREEMENT. The Certificate of Formation of Best as existing and constituted immediately prior to the Effective Date shall be and constitute the Certificate of Formation of the Surviving Company until amended in the manner provided by law. The Operating Agreement of Best as existing immediately prior to the Effective Date shall be and constitute the Operating Agreement of the Surviving Company until amended in the manner provided by law.

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(a) The Florida Department of State may send any process served on it to the Surviving Company at 1505 S. Howard Ave., Tampa, Florida 33606.

(b) The Surviving Company agrees that it will promptly pay any members with appraisal rights the amount, if any, to which such members shall be entitled under the provisions of the Florida Revised Limited Liability Company Act.

5. APPROVALS. This Plan was unanimously approved by the respective managers and members of each Constituent Company on June 29, 2015.

6. EFFECTIVE DATE. The Merger shall become effective upon the filing of the Articles of Merger with the Delaware Secretary of State and the Florida Secretary of State in accordance with the Delaware Limited Liability Company Act, and the Florida Limited Liability Company Act, respectively. The date on which such merger shall become effective is herein called the "Effective Date."

7. OTHER PROVISIONS WITH RESPECT TO MERGER.

(a) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the managers and members of the Constituent Companies, by mutual consent of the Constituent Companies, expressed by action of their respective managers and members.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(c) This Plan and the legal relations between the parties hereto shall be governed by and construed exclusively in accordance with the laws of the State of Delaware.

(d) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated above.

BEST SOHO INVESTMENTS, LLC

By: 

Thilo D. Best

BI SOHO INVESTMENTS, LLC.

By: Best Soho Investments, LLC
As: Member

By: 

Thilo D. Best

best, then/Does/Agr. plan & articles of merger-R into de