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(Requestor's Name)

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(City/State/Zip/Phone #)

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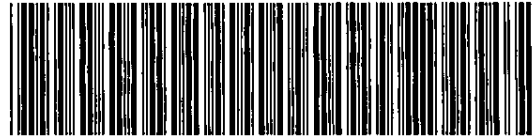
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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C. LEWIS
NOV 14 2013
EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ESB Brewing 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:

Francis A. Booth

Contact Person

ESB Brewing LLC

Firm/Company

1048 Grand Canyon Drive

Address

Valrico, FL 33594

City, State and Zip Code

francisaboath@gmail.com

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

For further information concerning this matter, please call:

Francis A. Booth

at (727) 365-1299

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

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**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>
Our Life Legacy LLC	Florida	LLC
ESB Brewing 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>
ESB Brewing 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:

N/A

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:

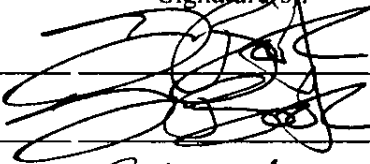
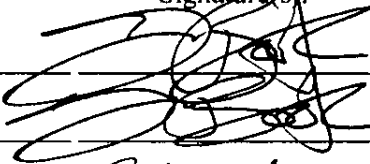
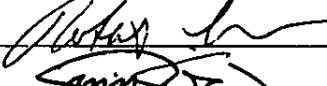
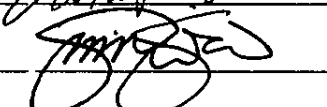
Street address: N/A

Mailing address: N/A

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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:
Our Life Legacy LLC		Francis A. Booth
ESB Brewing LLC		Francis A. Booth
ESB Brewing LLC		Robert E. Every
ESB Brewing LLC		Simon Swain

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

Fees:

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

Certified Copy (optional): \$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>
Our Life Legacy LLC	Florida	LLC
ESB Brewing 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>
ESB Brewing LLC	Florida	LLC

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

See attached (paragraphs (A) - (H))

(Attach additional sheet if necessary)

SUBSIDIARY AGREEMENT

This Subsidiary Agreement is entered into between OUR LIFE LEGACY LLC ("OLL") and ESB Brewing LLC ("ESB") and is effective as of the date last signed by a party hereto.

RECITALS

1. OLL owns and holds a 2-COP alcoholic beverage license, and also transacts business for home-brewing supply purposes.

2. OLL desires to engage in the business selling beer to the general public, using its alcoholic beverage license.

3. There is common ownership of OLL and ESB in that Francis Booth owns 50% of OLL and 33-1/3 of ESB.

4. OLL desires to become a subsidiary of ESB and to transfer its alcoholic beverage license to ESB, so that OLL may engage in the business of selling beer to the general public, and ESB may be able to sell beer as well as brew beer in its facility.

Now, therefore, for \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. OLL is merging into ESB, and will be a subsidiary thereof, but OLL will retain the right and ability, however, to sell beer to the general public under ESB's alcoholic beverage license. ESB will thus be able to operate under its own alcoholic beverage license with OLL's also selling beer as a subsidiary of ESB.

B. Francis Booth will have sole control over OLL and over the sale of beer to the general public under ESB's alcoholic beverage license as a subsidiary of ESB. ESB will not have any control or decision-making authority over, or responsibility or liability for, OLL and any actions it may take in selling beer to the general public.

C. OLL will operate as a separate and distinct company within ESB, and the finances, incomes, assets and liabilities of ESB and OLL will remain separate and distinct finances, incomes, assets and liabilities of each company. Neither OLL nor ESB will have any claim to or responsibility for, the finances, incomes, assets or liabilities of the other.

D. Each company can enter into such contracts as it deems for the purposes of separately being able to sell beer to the general public. Each company agrees such contracts are the separate and distinct liabilities of the respective company, and each company shall indemnify and hold the other harmless from any liability under any contract it enters into. Neither company shall enter into a contract which binds the other company, nor shall either company represent that it has the right to do so.

E. ESB authorizes OLL to operate its business of selling beer to the general public as a sub-lessee of the premises currently leased by ESB at \$850.00 rent, subject to the terms and conditions of ESB's lease. Each company shall obtain insurance, as is reasonably available to insure its own respective business operation.

F. Either party can terminate this Agreement by sending 30 days written notice of termination to the other party, prior to the end of lease period. Upon termination of this Agreement, each party will retain sole ownership of and liability for, its own separate finances, incomes, assets, and liabilities. Upon the termination of this Agreement, OLL shall vacate the premises currently occupied by ESB. Each party shall execute such documents as are required to effectuate the termination of this Agreement and the separation of the parties into separate legal entities.

G. OLL and ESB, and the individual members thereof, shall each be responsible for the federal income tax liability of the respective company based on the profit and loss generated by the respective company as a separate and distinct entity.

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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:

Francis A. Booth and Ashley Booth shall each continue to own 50% of Our Life Legacy LLC.

Francis A. Booth, Simon Swain and Robert E. Every shall each continue to own 33-1/3rd of

ESB Brewing LLC

(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:

Each member shall have the right to acquire the interest of another member for fair market value

(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:

None

(Attach additional sheet if necessary)

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

Neither ESB Brewing LLC, Swain nor Every shall exercise control or have any control over, responsibility for, or right to engage in, the management or operations of Our Life Legacy LLC, which is operating as a subsidiary of ESB Brewing LLC as a convenience and for no other reason whatsoever. Swain and Every agree that Our Life Legacy LLC shall forever operate and be managed as an entity separate and distinct from ESB Brewing LLC, subject to the terms of its own Operating Agreement

(Attach additional sheet if necessary)

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SUBSIDIARY AGREEMENT

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RECITALS

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2. OLL desires to engage in the business selling beer to the general public, using its alcoholic beverage license.

3. There is common ownership of OLL and ESB in that Francis Booth owns 50% of OLL and 33-1/3 of ESB.

4. OLL desires to become a subsidiary of ESB and to transfer its alcoholic beverage license to ESB, so that OLL may engage in the business of selling beer to the general public, and ESB may be able to sell beer as well as brew beer in its facility.

Now, therefore, for \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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C. OLL will operate as a separate and distinct company within ESB, and the finances, incomes, assets and liabilities of ESB and OLL will remain separate and distinct finances, incomes, assets and liabilities of each company. Neither OLL nor ESB will have any claim to or responsibility for, the finances, incomes, assets or liabilities of the other.

D. Each company can enter into such contracts as it deems for the purposes of separately being able to sell beer to the general public. Each company agrees such contracts are the separate and distinct liabilities of the respective company, and each company shall indemnify and hold the other harmless from any liability under any contract it enters into. Neither company shall enter into a contract which binds the other company, nor shall either company represent that it has the right to do so.

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F. Either party can terminate this Agreement by sending 30 days written notice of termination to the other party, prior to the end of lease period. Upon termination of this Agreement, each party will retain sole ownership of and liability for, its own separate finances, incomes, assets, and liabilities. Upon the termination of this Agreement, OLL shall vacate the premises currently occupied by ESB. Each party shall execute such documents as are required to effectuate the termination of this Agreement and the separation of the parties into separate legal entities.

G. OLL and ESB, and the individual members thereof, shall each be responsible for the federal income tax liability of the respective company based on the profit and loss generated by the respective company as a separate and distinct entity.

H. The parties shall file such documents, including a Certificate of Merger with the Secretary of State, if and as are required by the laws of the State of Florida. The Certificate shall be signed and acknowledged by the required number of members of OLL and ESB.

I. Entire Agreement. This Agreement expresses the entire agreement between the parties and supersedes all prior agreements and understandings between the parties regarding this matter.

J. Governing and Venue Law. This Agreement shall be governed and construed in accordance with Florida law. Hillsborough County shall be the proper venue for any litigation arising out of this Agreement.

K. Notices. Any notice required to be given pursuant to this agreement shall be sent, and shall be considered to have been delivered on the date when sent by regular United States mail, addressed to the parties as follows: to OLL at 1048 Grand Canyon Drive, Valrico, Florida 33594; and to ESB at 333 N. Falkenberg Road, Unit D407, Tampa, Florida 33619.

L. Severability. This Agreement shall be strictly construed, and, if any provision of this Agreement is held to be invalid, void, voidable, or for some other reason unenforceable, then, in that event, all of the other remaining provisions of this Agreement shall nevertheless continue to be binding and in full force and effect on the parties hereto.

M. Modification. This Agreement may be altered or modified only by an agreement in writing, signed by the three parties.

N. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties and their legal representatives, successors, and assigns.

O. Attorney's Fees and Costs. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to all costs incurred including reasonable attorney's fees.

P. Assignment of Agreement. Neither party may assign its rights under this agreement without the express written permission of the other party.

Q. Construction. This Agreement shall not be construed against either party, regardless of who is responsible for its preparation.

R. Good Faith Efforts. The parties each covenant to use their best efforts in good faith to comply with the provisions hereof.

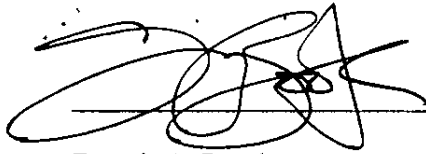
S. Further Assurances. The parties agree to execute and all further instruments and documents and take all actions as may be reasonably required by either party to effect fully the provisions hereof and the transaction contemplated herein.

T. Attorney Non-Representation. The parties acknowledge and agree that Kristopher E. Fernandez, Esquire, has prepared this Agreement solely on behalf of and for the benefit of OLL, and not as legal counsel for ESB; that Kristopher E. Fernandez, Esquire, solely represents OLL as legal counsel; and that Kristopher E. Fernandez, Esquire, is not legal counsel for ESB. ESB further acknowledges and agrees that Kristopher E. Fernandez, Esquire, has not given ESB any legal advice whatsoever.


Francis A. Booth
Our Life Legacy LLC

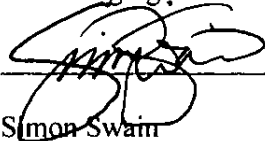
Dated: November 6th, 2013

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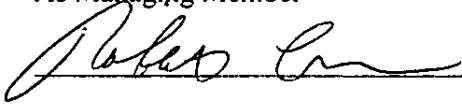
Dated: November 6th, 2013

Francis A. Booth
ESB Brewing LLC
As Managing Member



Dated: November 6th, 2013

Simon Swain
ESB Brewing LLC
As Managing Member



Dated: November 6, 2013

Robert E. Every
ESB Brewing LLC
As Managing Member