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(Requestor's Name)

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☐ PICK-UP

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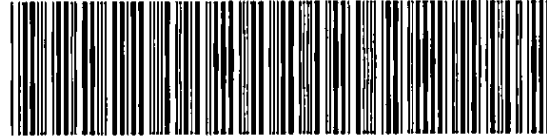
(Business Entity Name)

(Document Number)

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12/21/18--01003--004 \*\*80.00

18 DEC 21 AM 7:52  
CLERK OF COURT

2018 DEC 21 AM 10:39  
CLERK OF COURT  
TALLAHASSEE, FL

FILED

R. WHITE

DEC 27 2018

fw

FLORIDA RESEARCH & FILING SERVICES, INC.

1211 CIRCLE DR

TALLAHASSEE, FL 32301

PH: 850-524-4381

PLEASE FILE THE ATTACHED MERGER FOR:

BONANZA, LLC

PLEASE RETURN A CERTIFIED COPY

\*\*\* PLEASE NOTE – EFFECTIVE DATE 12/31/2018 \*\*\*

CK# 8108          FOR \$80.00

THANK YOU!



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 26, 2018

FLORIDA RESEARCH & FILING SERVICES INC  
WALK IN  
TALLAHASSEE, FL

SUBJECT: BONANZA, LLC  
Ref. Number: W18000109801

18 DEC 26 PM 1:13

RECEIVED  
DIVISION OF STATE

We have received your document for BONANZA, LLC and the authorization to debit your account in the amount of \$80.00. However, the document has not been filed and is being returned for the following:

We can find no record of the entity named in your document. If this is the correct name, please provide us with the document number, or any other documentation supporting that this entity is registered with the Division of Corporations.

Also, the fee to file articles of merger in compliance with sec. 605.1025 Fla. Statutes is \$25.00 per entity, and as such, if there are three entities included in the merger, an additional fee of \$25.00 is due.,

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.

Rebekah White  
Regulatory Specialist II

Letter Number: 618A00026284

RE-SUBMITTING  
w/ CORRECTIONS

RW

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Bonanza Holdings, 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:

Oscar I. Alfonso, Esq.

\_\_\_\_\_  
Contact Person

Oscar I. Alfonso & Associates, P.A.

\_\_\_\_\_  
Firm/Company

1000 Brickell Avenue, Suite 410

\_\_\_\_\_  
Address

Miami, Florida 33131

\_\_\_\_\_  
City, State and Zip Code

oscar@oialaw.com

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

For further information concerning this matter, please call:

Oscar I. Alfonso, Esq. \_\_\_\_\_ at ( 305 ) 376-0700

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
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

CR2E080 (2/14)

Articles of Merger  
For  
Florida Limited Liability Company

FILED

2018 DEC 21 AM 10:38

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

605.1021-605.1027  
TALLAHASSEE, FL

**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>
SANLE, LLC	Florida	Limited Liability Company
BONANZA HOLDINGS, LLC	Florida	Limited Liability Company

**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>
BONANZA HOLDINGS, LLC	Florida	Limited Liability Company

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

December 31, 2018

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:

SANLE, LLC

Signature(s):

Andrea Escobar M.

Typed or Printed  
Name of Individual:

Andrea Escobar

BONANZA HOLDINGS, LLC

Liliana M. De Escobar

Liliana M. De Escobar

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 an authorized person

<b>Fees:</b>	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	<b>Certified Copy (optional):</b>	\$30.00

### **PLAN OF MERGER**

The following plan of merger (the "Plan of Merger") is submitted in compliance with Title 36, Sections 605.1021-1026 of the Florida Business Limited Liability Company Act (the "Act").

**First:** The exact name, type of entity, and jurisdiction of formation for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction of Formation</u>	<u>Form/Entity Type</u>
Sanle, LLC	Florida	Limited Liability Company
Bonanza Holdings, LLC	Florida	Limited Liability Company

**Second:** The exact name, type of entity, and jurisdiction of formation for the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction of Formation</u>	<u>Form/Entity Type</u>
Bonanza Holdings, LLC	Florida	Limited Liability Company

**Third:** The terms and conditions of the merger are as follows:

1. The constituent entities, Sanle, LLC, a Florida limited liability company (the "Merging Company") and Bonanza Holdings, LLC, LLC, a Florida limited liability company (the "Surviving Company") shall, pursuant to the applicable provisions of the Act, be merged with and into a single entity, the Surviving Company. As of December 31, 2018 (the "Effective Date"), the Surviving Company shall continue to exist under its present name and the separate existence of the Merging Company shall cease in accordance with the provisions of the Act.

2. The Surviving Company exists before the merger, and the Articles of Organization of the Surviving Company upon the Effective Date of the merger shall be the Articles of Organization of the Surviving Company before the merger, and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Act.

3. Upon the Effective Date, the Surviving Company shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as a private nature, of each of the Surviving Company and the Merging Company, and all obligations belonging to or due to each of the Surviving Company and the Merging Company, all of which shall be vested in the Surviving Company without further act or deed. The Surviving Company shall be liable for all of the obligations of the Surviving Company and the Merging Company; any claim existing, or action or proceeding pending, by or against the Surviving Company and the Merging Company, may be

prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Company may be substituted in its place; and all the rights of creditors of each of the Surviving Company and the Merging Company shall be preserved unimpaired.

4. The Members of the Surviving Company and the Members of the Merging Company are authorized to amend this Plan of Merger at any time prior to the Effective Date, subject to the limitations set forth in the Act.

5. The Plan of Merger herein made and adopted shall be submitted to the Members of the Surviving Company and to the Members of the Merging Company for its adoption or rejection in the manner prescribed by the provisions of the Act, and the merger of the Merging Company with and into the Surviving Company shall be authorized in the manner prescribed by Sections 605.1021-1026 of the Act.

6. In the event that this Plan of Merger shall have been adopted by the Members of the Surviving Company and the Members of the Merging Company in the manner prescribed by the provisions of the Act, and in the event that the merger of the Merging Company with and into the Surviving Company shall have been duly authorized in compliance with the Act, the Merging Company and the Surviving Company hereby stipulate that they shall cause to be executed and filed and/or recorded any documents or documents prescribed by the laws of the State of Florida, and that they shall cause to be performed all necessary acts therein and elsewhere to effectuate the merger subject, however, to any provision or provisions contained hereinafter for abandoning or amending this Plan of Merger.

7. The Manager or any other officer of the Surviving Company and the Manager or any other officer of the Merging Company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the merger herein provided for.

**Fourth:** The merger is permitted by the laws of Florida, under which the Merging Company and the Surviving Company are formed, and the Merging Company and the Surviving Company comply with such laws in effecting the merger.

**Fifth:** Date of Registration of Articles of Organization. The Articles of Organization of the Merging Company were filed with the Department of the State of Florida on the 11th day of December 2015. The Articles of Organization of the Surviving Company were filed with the Department of the State of Florida on the 16th day of October 2012.

**Sixth:** Manner in which the Plan of Merger was authorized. This Plan of Merger was approved, ratified, and consented by written consent of the Members of the Merging Company on the 20 day of December, 2018, and by written consent of the Members of the Surviving Company on the 20 day of December, 2018.



IN WITNESS WHEREOF, each of the undersigned entities has caused this Plan of Merger to be signed in their names by their duly authorized officers as of this 20 day of December 2018.

**MERGING LIMITED LIABILITY COMPANY:**

SANLE, LLC, a Florida limited liability company

By: Andrea Escobar M.  
Name: ANDREA ESCOBAR  
Title: Manager

**SURVIVING LIMITED LIABILITY COMPANY:**

BONANZA HOLDINGS, LLC, a Florida limited liability company

By: Liliana M. de Escobar  
Name: LILIANA M. DE ESCOBAR  
Title: Manager

**WRITTEN CONSENT OF THE  
SOLO MEMBER OF  
BONANZA HOLDINGS, LLC**

**THE UNDERSIGNED**, being the Sole Member of **BONANZA HOLDINGS, LLC**, a Florida limited liability company ("Bonanza Holdings"), pursuant to the provisions of the Florida Revised Limited Liability Company Act (the "Act"), do hereby consent that when the undersigned have signed this Written Consent, the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted at a formal meeting between the Member of Bonanza Holdings and Bonanza Holdings's officers, duly called and held for the purpose of acting upon proposals to adopt such resolutions.

**WHEREAS**, Bonanza Holdings was first formed on October 16, 2012; and

**WHEREAS**, the undersigned believe that it is in the best interest of Bonanza Holdings for it to be merged (the "Merger") with Sanle, LLC, a Florida limited liability company ("Sanle"), with Bonanza Holdings being the surviving entity after the Merger.


**NOW THEREFORE, BE IT**

**RESOLVED**, that the undersigned hereby acknowledge, approve, confirm, and ratify the Merger; and be it

**FURTHER RESOLVED**, that the form and content of the Plan of Merger, which sets forth the terms and conditions upon which the Merger is to be consummated, a copy of which is enclosed hereto as Exhibit 1, be, and it hereby is, adopted, approved, ratified, and confirmed and that the Member or any other officer of Bonanza Holdings be, and each hereby is, authorized, empowered, and directed to execute and deliver such Plan of Merger, in substantially the form presented, with such amendments, additions, modifications, and corrections thereto as such officer may approve, such approval to be evidenced conclusively by his or her execution and delivery thereof; and be it

**FURTHER RESOLVED**, that the Member or any other officer of Bonanza Holdings be, and each hereby is, authorized, empowered, and directed to execute, acknowledge and file the Articles of Merger with the Department of the State of Florida, a copy of which is enclosed as Exhibit 2, in accordance with the provisions of Section 605.1025 of the Act, as well as any other document as may be required by the laws of the State of Florida, in order to cause the Merger to become effective in Florida; and be it

**FURTHER RESOLVED**, that in addition to and without limiting the foregoing, the proper officers of Bonanza Holdings be, and each hereby is, authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of Bonanza Holdings, all such instruments and documents as he or she may deem appropriate in order to effect the purpose and intent of the foregoing resolutions and all action taken herein by the Member and agents of Bonanza Holdings in connection with the subject of the



foregoing recitals and resolutions be, and it hereby is, approved, ratified, and confirmed in all respects as the act and deed of Bonanza Holdings.

**IN WITNESS WHEREOF**, the undersigned, as Sole Member of Bonanza Holdings have duly executed this Written Consent on behalf of Bonanza Holdings as of this 20 day of December, 2018.

**BONANZA HOLDINGS, LLC**, a Florida  
limited liability company

By: Simon Escobar

Name: Simon Escobar

Title: President of Godwinson Corporation, a  
Territory of the Commonwealth of the  
Bahamas corporation, Sole Member

**WRITTEN CONSENT OF THE  
SOLE MEMBER OF  
SANLE, LLC**

**THE UNDERSIGNED**, being the Sole Member of SANLE, LLC, a Florida limited liability company ("Sanle"), pursuant to the provisions of the Florida Revised Limited Liability Company Act (the "Act"), do hereby consent that when the undersigned have signed this Written Consent, the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted at a formal meeting between the Member of Sanle and Sanle's officers, duly called and held for the purpose of acting upon proposals to adopt such resolutions.

**WHEREAS**, Sanle was first formed on December 11, 2015; and

**WHEREAS**, the undersigned believe that it is in the best interest of Sanle for it to be merged (the "Merger") with BONANZA HOLDINGS, LLC, a Florida limited liability company ("Bonanza Holdings"), with Bonanza Holdings being the surviving entity after the Merger.

**NOW THEREFORE, BE IT**

**RESOLVED**, that the undersigned hereby acknowledge, approve, confirm, and ratify the Merger; and be it

**FURTHER RESOLVED**, that the form and content of the Plan of Merger, which sets forth the terms and conditions upon which the Merger is to be consummated, a copy of which is enclosed hereto as Exhibit 1, be, and it hereby is, adopted, approved, ratified, and confirmed and that the Members or any other officer of Sanle be, and each hereby is, authorized, empowered, and directed to execute and deliver such Plan of Merger, in substantially the form presented, with such amendments, additions, modifications, and corrections thereto as such officer may approve, such approval to be evidenced conclusively by his or her execution and delivery thereof; and be it

**FURTHER RESOLVED**, that the Members or any other officer of Sanle be, and each hereby is, authorized, empowered, and directed to execute, acknowledge and file the Articles of Merger with the Department of the State of Florida, a copy of which is enclosed as Exhibit 2, in accordance with the provisions of Section 605.1025 of the Act, as well as any other document as may be required by the laws of the State of Florida, in order to cause the Merger to become effective in Florida; and be it

**FURTHER RESOLVED**, that in addition to and without limiting the foregoing, the proper officers of Sanle be, and each hereby is, authorized to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, for and in the name and on behalf of Sanle, all such instruments and documents as he or she may deem appropriate in order to effect the purpose and intent of the foregoing resolutions and all action taken herein by the Members and agents of Sanle in connection with the subject of the foregoing recitals and resolutions be, and it hereby is, approved, ratified, and confirmed in all respects as the act and deed of Sanle.



**IN WITNESS WHEREOF**, the undersigned, as Members of Sanle have duly executed this Written Consent on behalf of Sanle as of this 20 day of December, 2018.

**SANLE, LLC**, a Florida limited liability company

By: \_\_\_\_\_



Name: Simon Escobar

Title: President of Godwinson Corporation, a  
Territory of the Commonwealth of the  
Bahamas corporation, Sole Member