

L14000002728

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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[Handwritten signature]

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Legendary, 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:

Lori Ellen Ward

Contact Person

Firm/Company

4471 Legendary Drive

Address

Destin, FL 32541

City, State and Zip Code

ashackelford@legendaryinc.com

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

For further information concerning this matter, please call:

Lori Ellen Ward

Name of Contact Person

at (850) 337-8000

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

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**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Legendary Group, Ltd.	Florida	limited partnership
113-774		

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>
Legendary, LLC	Florida	limited liability company
114-7728		

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).

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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 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:

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.

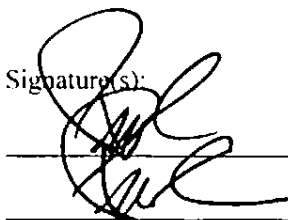
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Legendary Group, Ltd.

Legendary, LLC

Signature(s):



Typed or Printed
Name of Individual:

Pete Knowles, President

Pete Knowles, President

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

<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

PLAN AND AGREEMENT OF MERGER

This Agreement (the "**Agreement**"), dated as of December 11th, 2023, by and between Legendary Group, Ltd. (Document Number: A13000000774), a Florida limited partnership (the "**Merging Company**"), and Legendary, LLC, (Document Number: L14000002728), a Florida limited liability company (the "**Surviving Company**"), (with Merging Company and Surviving Company together called the "**Constituent Companies**").

WITNESSETH:

WHEREAS, the Constituent Companies are each affiliated and wholly owned by the same ultimate principals, and each of such Constituent Companies, each a Florida business entity, deems it advisable, upon the terms and subject to the conditions set forth herein, that the Merging Company be merged with and into the Surviving Company, and that the Surviving Company be the surviving business entity, pursuant to Sections 605.1021-605.1026 of the Florida Revised Limited Liability Company Act and Sections 620.2106-620.2109 of the Florida Revised Uniform Limited Partnership Act of 2005.

NOW, THEREFORE, it is agreed as follows:

Section 1

Terms

1.1 On the effective date of the merger (as hereinafter defined), the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company as the surviving business entity.

1.2 Upon the effective date of the merger, all membership interests in the Merging Company shall, by virtue of the merger and without any action on the part of the holders thereof, be cancelled and of no further force or effect.

1.3 On the effective date of the merger (i) the Articles of Organization of the Surviving Company shall continue as the Articles of Organization of the combined companies, and (ii) the existing Operating Agreement of the Surviving Company shall become the Operating Agreement of the merged companies. The officers of the Surviving Company holding office immediately prior to the effective date of the merger shall be the officers, respectively, of the Surviving Company immediately upon and after the effective date of the merger, to hold office in accordance with the Operating Agreement of the Surviving Company until their respective successors are duly elected and qualified or until their earlier resignation or removal.

1.4 Physical possession of all assets of the Merging Company, including, without limitation, all real property of the Merging Company plus all client books and records belonging to the Merging Company shall be delivered transferred to the Surviving Company on the effective date of the merger without the necessity for any further act or documentation.

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Section 2

Effective Date

2.1 The merger shall become effective on the time and date specified in the Articles of Merger filed with the Secretary of State of the State of Florida, herein sometimes referred to as the "effective date of the merger." Notwithstanding the foregoing, for accounting and internal purposes, the merger shall be treated as having occurred at the beginning of the current fiscal year of the Constituent Companies.

Section 3

Effect of Merger

3.1 On the effective date of the merger, the effect of the merger shall be as provided in the applicable provisions of the Florida Limited Liability Company Act (the "Act"). Without limiting the generality of such provisions, on the effective date of the merger, all the real property, tangible and intangible personal property, interests, assets, rights, privileges, immunities, powers, licensing agreements and franchises of the Merging Company shall vest in the Surviving Company.

Section 4

Amendment and Termination

4.1 At any time prior to the filing of the certificate of merger with the Secretary of State of the State of Florida, this Agreement may be amended by the Merging Company and the Surviving Company to the extent permitted by Florida law.

4.2 At any time prior to the filing of the certificate of merger with the Secretary of State of the State of Florida, this Agreement may be terminated and abandoned by the Merging Company and the Surviving Company.

Section 5

Covenants, Agreements, Representations and Warranties

5.1 The parties hereto shall each use reasonable best efforts to take all such action as may be necessary or appropriate to effectuate the merger under the Act. If at any time after the effective date of the merger the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, its right, title or interest in, to or under any of the rights, privileges, powers, licensing agreements, franchises, properties or assets of the Merging Company acquired or to be acquired as a result of the merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Company and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Company, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Company, all other acts and things

necessary, desirable or proper to vest, perfect or confirm the Surviving Company's right, title or interest in, to or under any of the rights, privileges, powers, licensing agreements, franchises, properties or assets of the Merging Company acquired or to be acquired as a result of the merger and otherwise to carry out the purposes of this Agreement.

5.2 The Merging Company represents and warrants that as of the effective date of the merger (i) Merging Company is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Florida, with full power and authority to own, lease and operate its properties and to carry on its business as now being and as heretofore conducted; and (ii) the execution, delivery and performance by the Merging Company of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action by the Merging Company.

5.3 The Surviving Company represents and warrants that as of the effective date of the merger (i) the Surviving Company is a limited liability company duly organized, validly existing and in good standing in the State of Florida and has full power and authority to own, lease and operate its properties and to carry on its business as now being and as heretofore conducted; and (ii) the execution, delivery and performance by the Surviving Company of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporation action by the Surviving Company.

5.4 Notwithstanding anything else herein contained to the contrary, the Surviving Company shall assume all obligations of the Merging Company.

Section 6

Action on Plan of Merger

6.1 This Agreement and the terms thereof have been approved by the Merging Company, the members of the Merging Company, Surviving Company and the members of the Surviving Company, all pursuant to Chapters 620 and 605 of the Florida Statutes. All advance notice provisions relative to the merger contemplated hereby, including, but not limited to, those contained in Chapters 620 and 605 of the Florida Statutes are waived.

Section 7

Miscellaneous

7.1 Genders and Numbers. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers.

7.2 Headings. The headings of the various Articles and Sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such Articles and Sections and shall be ignored in construing this Agreement.

7.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

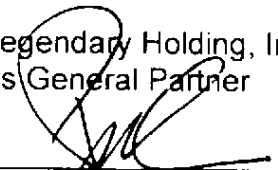
7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.5 Expenses. The Merging Company and the Surviving Company shall each pay its own costs and expenses associated with the drafting, negotiating and filing of this document and any related documents.

IN WITNESS WHEREOF, the Merging Company, the Surviving Company, the general partner of the Merging Company, and at least a majority of the members of the Surviving Company have executed or caused this Agreement to be executed by their authorized representatives, all as of the date first above written.

The Merging Company:

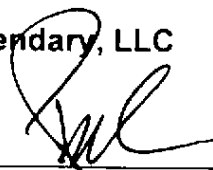
Legendary Group, Ltd.

By  Legendary Holding, Inc.
Its General Partner


By: _____
Pete Knowles, President

The Surviving Company:

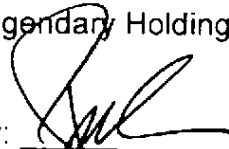
Legendary, LLC

By:  _____
Pete Knowles, President

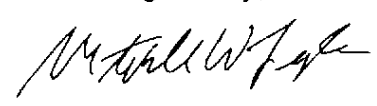
Members of the Surviving Company:

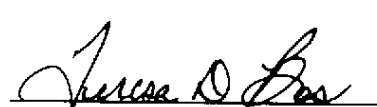

Peter H. Bos, Jr., as TBE

Legendary Holding, Inc.

By:  _____
Pete Knowles,
President

Wharfside-Legendary, LLC

By:  _____
Mitchell W. Legler,
Manager


Teresa D. Bos, as TBE

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