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(City/State/Zip/Phone #)

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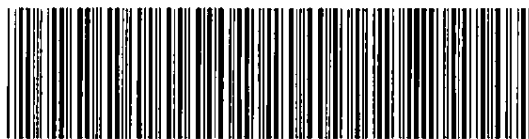
(Business Entity Name)

(Document Number)

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** RED HEAD GARAGE LLC, a Florida limited liability company

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

**Gary B. Frese, Esquire**

Contact Person

Frese, Whitehead, Anderson & Henderson, PA

Firm/Company

**2200 Front Street, #301**

Address

**Melbourne, FL 32901**

City, State and Zip Code

**redheadgarage@hotmail.com**

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

For further information concerning this matter, please call:

**Melanie Chastain** at ( **321** ) **984-3300**

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

**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>
<u>REAL 4 23 LLC</u>	<u>Florida</u>	<u>limited liability company</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**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>
<u>RED HEAD GARAGE, LLC</u>	<u>Florida</u>	<u>limited liability company</u>

**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:

January 21, 2025

**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:

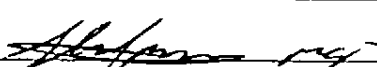

Name of Entity/Organization:

Signature(s):

Typed or Printed  
Name of Individual:

Real 423 LLC

Red Head Garage LLC

Shawn Squires

Shawn Squires

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

**UNANIMOUS CONSENT TO ACTION  
BY THE MANAGERS AND MEMBERS OF  
REAL 4 23, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

The undersigned, being all of the Managers and Members of **REAL 4 23 LLC, a Florida limited liability company**, (the "Company"), unanimously agree, adopt, consent to, and order the following actions:

**WHEREAS**, the Company desires to consummate a merger (the "Merger") with **READ HEAD GARAGE, LLC, a Florida limited liability company**, in accordance with Section 605.1021 of the Florida Limited Liability Company Act (the "Act"); and

**WHEREAS**, the Company intends to execute the Articles of Merger and file them with the Florida Department of State in accordance with the Act; and

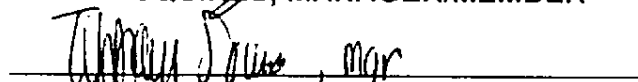
**WHEREAS**, it is in the best interest of the Company to consummate this transaction.

**NOW THEREFORE, BE IT RESOLVED**, that the Merger and the transaction contemplated thereby are adopted, approved, and consented to and the Manager of the Company is authorized and directed on behalf of the Company to negotiate, execute, and deliver the Plan of Merger attached hereto as Exhibit "A" and any and all other instruments or agreements deemed necessary or appropriate by him/her to consummate the transaction contemplated by the Plan of Merger, in order to carry out the purpose or intent of this resolution and to do or cause to be done any and all such acts and things by or on behalf of the Company, in his/her sole discretion, upon advice of counsel or otherwise, as he/she deems necessary and appropriate to consummate the transaction contemplated by the Merger; and

**BE IT FURTHER RESOLVED**, that the Managers are directed to execute and file Articles of Merger with the Florida Department of State.

**IN WITNESS WHEREOF**, the undersigned, as the Managers and Members of the Company, execute the foregoing action for the purpose of giving their consent to it as of the 3<sup>rd</sup> day of February, 2025.

  
SHAWN SQUIRES, MANAGER/MEMBER

  
TIFFANY SQUIRES, MANAGER/MEMBER

**UNANIMOUS CONSENT TO ACTION  
BY THE MANAGERS AND MEMBERS OF  
RED HEAD GARAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

The undersigned, being all of the Managers and Members of **RED HEAD GARAGE, LLC, a Florida limited liability company**, (the "Company"), unanimously agree, adopt, consent to, and order the following actions:

**WHEREAS**, the Company desires to consummate a merger (the "Merger") with **REAL 4 23 LLC, a Florida limited liability company**, in accordance with Section 605.1021 of the Florida Limited Liability Company Act (the "Act"); and


**WHEREAS**, the Company intends to execute the Articles of Merger and file them with the Florida Department of State in accordance with the Act; and


**WHEREAS**, it is in the best interest of the Company to consummate this transaction.

**NOW THEREFORE, BE IT RESOLVED**, that the Merger and the transaction contemplated thereby are adopted, approved, and consented to and the Manager of the Company is authorized and directed on behalf of the Company to negotiate, execute, and deliver the Plan of Merger attached hereto as Exhibit "A" and any and all other instruments or agreements deemed necessary or appropriate by him/her to consummate the transaction contemplated by the Plan of Merger, in order to carry out the purpose or intent of this resolution and to do or cause to be done any and all such acts and things by or on behalf of the Company, in his/her sole discretion, upon advice of counsel or otherwise, as he/she deems necessary and appropriate to consummate the transaction contemplated by the Merger; and

**BE IT FURTHER RESOLVED**, that the Managers are directed to execute and file Articles of Merger with the Florida Department of State.

**IN WITNESS WHEREOF**, the undersigned, as the Managers and Members of the Company, execute the foregoing action for the purpose of giving their consent to it as of the 3rd day of February, 2025.

  
\_\_\_\_\_  
SHAWN SQUIRES, MANAGER/MEMBER

  
\_\_\_\_\_  
TIFFANY SQUIRES, MANAGER/MEMBER

## **PLAN OF MERGER**

**merging**

**REAL 4 23 LLC, a Florida limited liability company,  
with and into  
RED HEAD GARAGE, LLC, a Florida limited liability company**

**THIS PLAN OF MERGER** (the "Plan"), is made and entered into as of January 21, 2025, pursuant to Section 605.1021 et seq. of the Florida Limited Liability Company Act (FLLCA), by and between REAL 4 23 LLC, a Florida limited liability company, (the "Merging Company"), and RED HEAD GARAGE, LLC, a Florida limited liability company, (the "Surviving Company"), collectively referred to as (the "Constituent Company").

### **WITNESSETH:**

**WHEREAS**, REAL 4 23 LLC, a Florida limited liability company and RED HEAD GARAGE, LLC, a Florida limited liability company, are duly formed and existing entities under the laws of the State of Florida; and

**WHEREAS**, the parties hereto desire that the Merging Company be merged with and into the Surviving Company under the Articles of Organization of Red Head Garage, LLC, a Florida limited liability company and with the name "Red Head Garage, LLC, a Florida limited liability company," pursuant to the terms and conditions of this Plan; and

**WHEREAS**, all the members and managers of the Merging Company, and all the members and managers of Surviving Company have approved the merger of the Merging Company with and into Surviving Company upon the terms and subject to the conditions set forth herein (the "Merger"); and

**WHEREAS**, all the members and managers of the Merging Company, and all the members and managers of Surviving Company have approved and adopted this Plan, each by written consent.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree that (a) at the Effective Time (as defined in Section 7.1), the Merging Company shall be merged with and into the Surviving Company, (b) the Surviving Company shall survive the Merger and shall continue in existence as a company formed and existing under, and governed by, the laws of the State of Florida, and (c) the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as hereinafter set forth:

**ARTICLE 1**  
**Certificate of Formation of the Surviving Company**

The company surviving the Merger (the "Surviving Company") shall be RED HEAD GARAGE, LLC, a Florida limited liability company. The Articles of Organization of Surviving Company in effect at the Effective Time shall be the Articles of Organization of the Surviving Company.

**ARTICLE 2**  
**Operating Agreement of the Surviving Company**

The By-Laws of RED HEAD GARAGE, LLC, a Florida limited liability shall occur at the effective time stated in the Articles of Merger to be filed with the Secretary of State of the State of Florida.

**ARTICLE 3**  
**Name and Location of the Surviving Company**

The name of the Surviving Company shall be "RED HEAD GARAGE, LLC." The established offices and business locations of the Merging Company and RED HEAD GARAGE, LLC, shall be the office and location of the Surviving Company.

**ARTICLE 4**  
**Managers and Officers of the Surviving Company**

4.1 *Managers.* At the Effective Time, the managers of the Merging Company immediately prior to the Effective Time shall cease to be managers, and the managers of RED HEAD GARAGE, LLC, shall remain managers of the Surviving Company, and each of them, subject to the By-Laws of the Surviving Company (the "RED HEAD GARAGE By-Laws") and the laws of the State of Florida, shall serve until their successors are elected, they are terminated or as otherwise provided in the By-Laws.

**ARTICLE 5**  
**Conversion of Stock Interests**

At the Effective Time, by virtue of the Merger and without any action on the part of the Merging Company, RED HEAD GARAGE, LLC, or the holder of any membership interests of the Merging Company or RED HEAD GARAGE, LLC, the following will occur:

- (a) Any and all membership interests of the Merging Company outstanding immediately prior to the Effective Time, including, but not limited to, shall be canceled and extinguished by virtue of the Merger and without any action on the part of the holder thereof. The transfer books of the Merging Company shall be closed and no transfer of the Merging Company Interests or exercise of options to acquire the same shall be made at or after the Effective Time.



**ARTICLE 6**  
**Effects of Merger**

The Merger shall have the effects specified under the Florida Limited Liability Company Act.

**ARTICLE 7**  
**General Provisions**

7.1 *Effective Time of Merger.* The effective time of the Merger (the "Effective Time") shall occur at the effective time stated in the Articles of Merger to be filed with the Secretary of State of the State of Florida.

7.2 *Termination.* This Agreement and the Merger may be terminated at any time prior to the Effective Time by either the Merging Company or RED HEAD GARAGE, LLC. In the event of the termination and abandonment of the Merger pursuant to the provisions of this Section 7.2, this Agreement and the transactions contemplated hereby shall become void and have no effect, without any liability on the part of the Merging Company or RED HEAD GARAGE, L LC or their respective managers or members in respect of this Agreement.

7.3 *Amendment or Modification.* With respect to the Merger and subject to the provisions of applicable law, this Agreement may be amended or modified at any time prior to the Effective Time with the consent of the Merging Company and RED HEAD GARAGE, LLC.

7.4 *Sole Agreement of Parties.* This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by all parties.

7.5 *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.6 *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.7 *Further Assurances.* All parties hereto agree from time to time, as and when requested by another party hereto, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any assets of the Merging Company acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the managers of the parties hereto are fully authorized in the name of their respective limited liability company to take any and all such actions.

7.8 *Headings.* All sections and articles referred to herein are sections and articles of this Agreement. Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9 *Gender, Plurals.* Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

7.10 *Severability.* In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

7.11 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

7.12 *Waivers.* Any term, provision or condition of this Agreement may be waived in writing by the party which is, or the party the members of which are, entitled to the benefits thereto.

[ SIGNATURES OF FOLLOWING PAGE ]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, on this 3<sup>rd</sup> day of February, 2025.

**REAL 4 23 LLC**  
a Florida limited liability company

BY:   
SHAWN SQUIRES, Manager

**RED HEAD GARAGE, LLC**  
a Florida limited liability company

BY:   
SHAWN SQUIRES, Manager