

# L17000000163

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

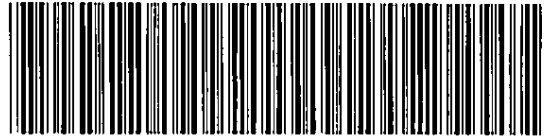
(Business Entity Name)

(Document Number)

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**FILED**  
2018 DEC 27 AM 8:53  
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TALLAHASSEE, FL

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L LC  
merger

01-07-19

DC

# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312  
850-656-4724

Date: 12/27/2018

Acc#120160000072

*W: C D W*

Name:	Accor Business and Leisure North America, LLC
Document #:	
Order #:	11341104

Certified Copy of Arts & Amend:	<input type="checkbox"/>			
Plain Copy:	<input type="checkbox"/>			
Certificate of Good Standing:	<input type="checkbox"/>			
	<input type="checkbox"/>			
Apostille/Notarial Certification:	<input type="checkbox"/>		Country of Destination:	
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Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 50.00

Thank you!

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Accor Business and Leisure North America 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:

Denise M. Kerschhackl

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

Sidley Austin LLP

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

One S. Dearborn Street

\_\_\_\_\_  
Address

Chicago, IL 60603

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

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

For further information concerning this matter, please call:

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

\_\_\_\_\_  
at (\_\_\_\_\_) \_\_\_\_\_  
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**

**FILED**  
2018 DEC 27 AM 8:53  
SECRETARY OF STATE  
TALLAHASSEE, FL

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>
Sofitel USA, LLC	Delaware	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>
Accor Business and Leisure North America, 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:

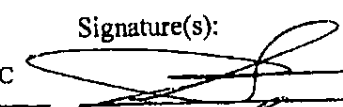
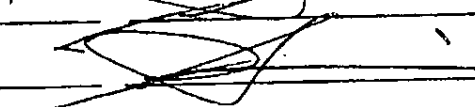
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

January 1, 2019 at 12:02 a.m., Eastern time

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Accor Business and Leisure North America, LLC		Authorized Person
Sofitel USA, LLC		Authorized Person
_____	_____	_____
_____	_____	_____

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

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 27, 2018, by and between Sofitel USA, LLC, a Delaware limited liability company (the "Merged Company") and Accor Business and Leisure North America, LLC, a Florida limited liability company (the "Parent Company", and, after the Effective Time (as defined in Article IV hereof), the "Surviving Company").

**WHEREAS**, the Merged Company is a limited liability company duly formed and validly existing under the laws of the State of Delaware;

**WHEREAS**, the Parent Company is a limited liability company duly formed and validly existing under the laws of the State of Florida; and

**WHEREAS**, each of the Manager of the Parent Company and the Manager of the Merged Company, has duly authorized and approved the merger of the Merged Company with and into the Parent Company pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Limited Liability Company Act") and Section 605.1021 of the Florida Revised Limited Liability Company Act (the "Florida Limited Liability Company Act"), the Merged Company shall be, and hereby is, at the Effective Time, merged with and into the Parent Company (the "Merger"), with the Parent Company to be the Surviving Company. The mode of carrying the Merger into effect shall be as follows:

### **ARTICLE I**

#### **MERGER**

Prior to the Effective Time, the Merged Company and the Parent Company shall take all such additional action as shall be necessary or appropriate in order to effectuate the Merger.

At the Effective Time, the Merged Company shall be merged with and into the Parent Company, the separate existence of the Merged Company shall cease, the Parent Company shall continue in existence, and the Merger shall have the effects as set forth in the Delaware Limited Liability Company Act, including Section 18-209 thereof, and the Florida Limited Liability Company Act, including Section 605.1026 thereof.

If at any time after the Effective Time the Surviving Company shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers, partners, attorneys-in-fact or other agents of the Parent Company or the Merged Company shall execute and deliver any and

all proper deeds, assignments and assurances in law, and do all such additional things, as are necessary or proper to carry out the provisions hereof.

## ARTICLE II

### TERMS OF THE MERGER

As of the Effective Time, by virtue of the Merger and without any action on the part of any member of the Parent Company or the Merged Company, (i) the membership interests of the Merged Company shall be canceled and retired and cease to exist and (ii) the membership interests of the Parent Company immediately prior to the Effective Time shall remain membership interests of the Parent Company.

## ARTICLE III

### CERTIFICATE OF FORMATION AND LIMITED LIABILITY COMPANY AGREEMENT

From and after the Effective Time, and until thereafter amended as provided by law, the Certificate of Formation and Limited Liability Company Agreement of the Parent Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation and Limited Liability Company Agreement, respectively, of the Surviving Company.

## ARTICLE IV

### EFFECTIVE TIME

The "Effective Time" of the Merger shall be 12:02 a.m., Eastern time, on January 1, 2019.

## ARTICLE V

### TERMINATION

At any time prior to the Effective Time, the Managers of the Parent Company and the Merged Company may terminate or abandon this Agreement.

## ARTICLE VI

### AMENDMENTS

At any time prior to the Effective Time, the Parent Company and the Merged Company may amend, modify or supplement this Agreement in such manner as they may determine; provided, however, that no such amendment, modification or supplement shall alter or change any term of the Certificate of Formation or Limited Liability Company Agreement of the Surviving Company or alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of membership interests of either the Parent Company or the Merged Company.

## ARTICLE VII

### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware and the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware, the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware or the State of Florida.



**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement as of the day and year first above written.

**SOFITEL, USA, LLC**

**ACCOR BUSINESS AND LEISURE  
NORTH AMERICA, LLC**

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

Name: Wayne Leicester Buckingham  
Title: Senior Vice President,  
Operations,  
United States

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

Name: Wayne Leicester Buckingham  
Title: Senior Vice President,  
Operations,  
United States