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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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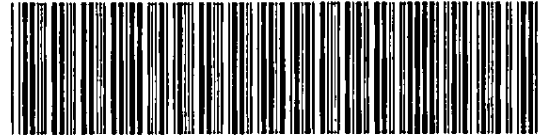
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FL

0112
11/11/21

12/22/21 (10)

COVER LETTER

TO: Amendment Section
Division of Corporations

Carlota at South Beach LLC

SUBJECT: _____
Name of Surviving Party

The enclosed Certificate of Merger and fees are submitted for filing.

Please return all correspondence concerning this matter to:

Jose A Reygadas

Contact Person

Reygadas & Associates

Firm/Company

15800 Pines Blvd Suite 317.

Address

Pembroke Pines Florida 33027

City, State and Zip Code

jareygadas@me.com

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

For further information concerning this matter, please call:

Jose A Reygadas 305 5229706

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>
Cuttler Bay Holdings LLC	Florida	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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TALLAHASSEE, FL

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>
Carlota at South Beach LLC	Florida	LLC
_____	_____	_____

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:
November 1st, 2021

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:
Cutler Bay Holdings LLC

Signature(s):

Typed or Printed
Name of Individual
Juan Carlos Naves

Carlota at South Beach LLC

Juan Carlos Naves

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

Fees: For each Limited Liability Company:

\$25.00

For each Corporation:

\$15.00

For each Limited Partnership:

\$25.50

For each General Partnership:

\$25.00

For each Other Business Entity:

\$25.00

Certified Copy (optional):

\$30.00

Definitive Agreement and Plan of Merger

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made on October 31st, 2021, by and between:

Cuttler Bay Holdings, LLC with Address at 2 Cadence Ct. Spring TX 77389 and EIN number 99-0375499 (the "Dissolving Company")

AND

Carlota at South Beach, LLC with Address at 2 Cadence Ct. Spring TX 77389 and EIN number 82-1221274 (the "Surviving Company").

On completion of the merger, the Dissolving Company will be dissolved leaving the Surviving Company as the surviving business which will be known as **Carlota at South Beach, LLC** after the merger is complete. The surviving business will be registered in the state of Florida.

RECITALS

WHEREAS, the Dissolving Company is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

WHEREAS, the Surviving Company is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of State of Florida.

WHEREAS, the **Carlota at South Beach, LLC** is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated there under (the "Code").

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, the Dissolving Company shall be merged with and into surviving entity under the laws of the state of Florida. As a result of the Merger, the separate corporate existence of the Dissolving Company shall cease, and the entity shall continue as the surviving business entity **Carlota at South Beach, LLC**

Certificate of Merger

The Surviving Company shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which the Dissolving Company holds real property.

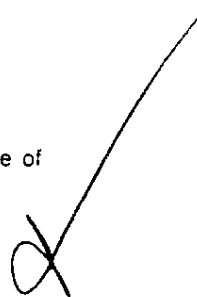
Effective Date of Merger

The merger shall be effective on October 31st, 2021, confirmed subsequently by the date of filing of the certificate of merger.

TERMS AND CONDITIONS

Negative Covenants N/A

Further Assignments or Assurances



If at any time the Surviving Company considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the Surviving Company the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of the Dissolving Company, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in the Surviving Company, and otherwise carry out the provisions of this Agreement.

VALUATION OF ASSETS

Assets of the Dissolving Company

The partners or managers of the Dissolving Company agree that:

- The present value of its tangible and intangible assets, including goodwill is \$316,429.51
- The fair market value of its unrealized receivables is \$ 1,615,180.36
- The fair market value of its inventory is \$0, and
- The estimated amount of its liabilities is \$0.

Assets of the Surviving Company

The partners or managers of the Surviving Company agree that:

- The present value of its tangible and intangible assets, including goodwill is \$5,512,641.71
- The fair market value of its unrealized receivables is \$0
- The fair market value of its inventory is \$0; and
- The estimated amount of its liabilities is \$2,968,615.76.

All assets and liabilities of the Dissolving Company will be transferred to the Surviving Company. The sole member of the Dissolving Company will continue to control 100% of the Surviving Company with the effect that shareholder effectively only receives an (additional) ownership interest in the Surviving Company in exchange for his entire interest in the Dissolving Company. There will be no "boot" for income tax purposes

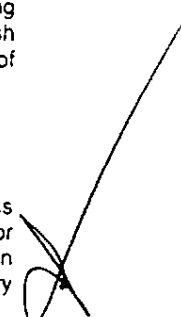
Conversion

(a) At the effective date of the merger, each interest in the Dissolving Company will be converted into ONE interest[s] of Carlota at South Beach, LLC.

- (b) No fractional interests of Carlota at South Beach, LLC after the merger will be issued to the holders of interests of the Dissolving Company. However, holders who would otherwise be entitled (if any) to receive a fraction of an interest of Carlota at South Beach, LLC based on the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of the Dissolving Company as of the effective date of the merger.
- (c) Each interest of the Surviving Company will be converted into zero interest[s] of the new surviving entity Carlota at South Beach, LLC after the merger.
- (d) No fractional interests of the Surviving Company before the merger will be issued to the holders of interests of the Surviving Entity after the merger. However, holders who would otherwise be entitled (if any) to receive a fraction of an interest of the Surviving Company based on the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of the Surviving Company as of the effective date of the merger.

Exchange

If any interest of the Dissolving Company being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of the Dissolving Company have been converted



MANAGEMENT OF SURVIVING ENTITY

Management and Control

The same and existing partners or managers of the Surviving Entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the Surviving Entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity will consist of 1 Director(s). The disappearing entity shall be entitled to nominate zero members of the Board of Directors of the Surviving Entity.

INTERPRETATION AND ENFORCEMENT

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

Applicable Law

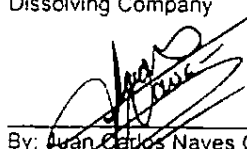
The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement is executed hereby by the sole member of each **Cuttler Bay Holdings, LLC** and **Carlota at South Beach, LLC**.

Cuttler Bay Holdings, LLC
Dissolving Company

By: 
Date: 10-31-21

Carlota at South Beach, LLC
Surviving Company

By: 
10-31-21