

APR-05-2018 THU 10:48 AM

WARD DAMON

FAX No.

5618423626

.001

L18000083099

4/5/2018

Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H18000107921 3)))



H180001079213ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : WARD, DAMON & POSNER, P.A.
Account Number : 072262000447
Phone : (561)842-3000
Fax Number : (561)842-3626

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: AMBERCOSTA@ME.COM

**MERGER OR SHARE EXCHANGE
THE PARLOUR 29 LLC**

Certificate of Status	1
Certified Copy	0
Page Count	12
Estimated Charge	\$58.75

\$80.00

RECEIVED

18 APR -5 PM 4:17

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

APR 06 2018
C MCNAIR

2018 APR-5 PM 4:35
RECEIVED
OFFICE OF THE
CLERK OF THE
COURT
JANUARY 1, 2018

ARTICLES OF MERGER

(Pursuant to Section 605.1023 of
Florida Revised Limited Liability Company Act)

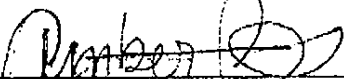
THE PARLOUR 59 LLC, a Florida limited liability company, hereinafter referred to as the "Absorbed Company," and **THE PARLOUR 29 LLC**, Florida limited liability company, hereinafter called the "Surviving Company," have entered into a Plan of Merger:

1. The Absorbed Company (the entity which is not the surviving entity), **THE PARLOUR 59 LLC**, is a limited liability company governed by the laws of Florida.
2. The Surviving Company, **THE PARLOUR 29 LLC**, is a limited liability company governed by the laws of Florida.
3. The Plan of Merger has been approved by Surviving Company in accordance with the provisions of Florida Statutes §605.1023.
4. The Plan of Merger was approved by members of Absorbed Company representing a majority of the membership-in-interest of Absorbed Company on or before the date of signing, which number of members was sufficient to approve the Plan of Merger under the provisions of Chapter 605, Florida Statutes.
5. The Surviving Company has agreed to promptly pay the members of Absorbed Company with dissenter/appraisal rights the amount to which such member is entitled under Chapter 605, Florida Statutes.
6. The Effective Date of the merger shall be the date upon which these Articles of Merger are filed with the Department of State.
7. A copy of the Plan of Merger is attached hereto as Exhibit A.

[SIGNATURE PAGE FOLLOWS]

ABSORBED COMPANY:

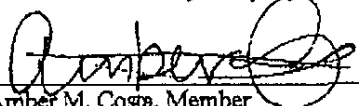
THE PARLOUR 59 LLC,
a Florida limited liability company

By: 
Amber M. Costa, Member

By: 
Hailee E. Martin, Member

SURVIVING COMPANY:

THE PARLOUR 29 LLC,
a Florida limited liability company

By: 
Amber M. Costa, Member

By: 
Hailee E. Martin, Member

EXHIBIT A

PLAN OF MERGER

This Plan of Merger dated this 2nd day of April, 2018, between The Parlour 29 LLC, a Florida limited liability company, hereinafter referred to as the "Surviving Company," and The Parlour 59 LLC, a Florida limited liability company, hereinafter referred to as the "Absorbed Company."

RECITALS

A. Absorbed Company is a limited liability company organized under the laws of the State of Florida; and

B. Surviving Company is a limited liability company organized under the laws of the State of Florida; and

C. Minority Member of Absorbed Company is the following Member: Rachele A. Valenti.

D. Majority Members of Absorbed Company are the following Members: Amber M. Costa and Hailee E. Martin.

E. The Majority Members of Absorbed Company believe that it is desirable and in the best business interest of Absorbed Company to merge with Surviving Company, in which the Minority Member will have no interest; and

F. The Members of the Surviving Company deem it desirable and in the best business interests of Surviving Company that the Absorbed Company be merged with and into the Surviving Company pursuant to the provisions of Chapter 605, Florida Statutes.

G. As a result of the Merger and in accordance with the terms of this Agreement, Absorbed Company will cease to have a separate existence; Surviving Company will transfer all of

the issued and outstanding membership interest of the Majority Members for all of the interest of Surviving Company; and all of the issued and outstanding membership interest of the Minority Member will be surrendered to Surviving Company in exchange for total consideration equal to Twenty-Nine Thousand Six Hundred Twenty-Seven and 26/100 Dollars (\$29,627.26).

NOW THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, Absorbed Company and Surviving Company agree as follows:

Section One. Merger. Absorbed Company shall merge with and into Surviving Company whereby Surviving Company shall be the sole and only remaining business organization.

Section Two. Terms and Conditions. On the Effective Date of the merger, as hereinafter defined, the separate existence of the Absorbed Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, and franchises, and all the property of the Absorbed Company, including, without limitation, real, personal, and mixed property of the Absorbed Company, without the necessity for any separate transfer, all of which shall be governed by Florida law. The Surviving Company shall thereafter be responsible and liable for the legitimate and lawful liabilities and obligations of the Absorbed Company, and neither the rights of legitimate and lawful creditors nor any liens on the property of the Absorbed Company shall be impaired by the merger hereof.

Section Three. Conversion of Member Interests. On the Effective Date of the merger, all issued and outstanding membership interests in Absorbed Company shall be surrendered to Surviving Company and the manner and basis of the converting of the membership interests of the Absorbed Company shall be as follows:

- (a) The membership interests of the Absorbed Company issued and outstanding on the

Effective Date of the merger held in the name of the Majority Members shall be exchanged for equivalent membership interests of Surviving Company.

(b) All of the memberships interests in the Absorbed Company issued and outstanding on the Effective Date of the merger held in the name of the Minority Member, shall be exchanged for a total of Twenty-Nine Thousand Six Hundred Twenty-Seven and 26/100 Dollars (\$29,627.26).

(c) After the Effective Date of the merger, the Minority Member shall execute and surrender a Membership Interest Power representing the Minority Member's interest in the Absorbed Company to the Surviving Company or its duly appointed agent, in such manner as the Surviving Company shall legally require, after which and upon such receipt, the Surviving Company shall deliver payment for the membership interests in Absorbed Company to which the Minority Member is entitled as provided hereinabove.

(d) All payments made upon the surrender of membership interests pursuant to this Section Three shall be deemed to have been made in full satisfaction of all rights pertaining to the Membership Interests evidenced by such Membership Interest Powers.

Section Four. Articles of Organization of Surviving Company. The Articles of Organization of the Surviving Company shall continue to be the Articles of Organization following the Effective Date of the merger.

Section Five. Members. The Members of the Surviving Company on the Effective Date of the merger shall be Amber M. Costa and Hailee E. Martin.

Section Six. Name of Surviving Company. The name of the Surviving Company shall be The Parlour 29 LLC.

Section Seven. Prohibited Transactions. Neither the Absorbed Company nor the Surviving

Company shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed Company and Surviving Company may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section Eight. Property. At and after the Effective Date, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits owned by Absorbed Company as of the Effective Date, or which would otherwise inure to Absorbed Company, shall immediately, by operation of law and without any conveyance or transfer and without any further act or deed, be vested in and become the property of the Surviving Company, which shall have, hold and enjoy the same in its own right as fully and to the same extent as the same were possessed, held and enjoyed by Absorbed Company before the Effective Date. The Surviving Company shall be deemed to be and shall be a continuation of the entity and identity of Absorbed Company. All of the rights and obligations of Absorbed Company shall not revert or in any way be impaired by reason of the Merger. Any claim existing, or action or proceeding pending, by or against Absorbed 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.

Section Nine. Representations and Warranties of Absorbed Company. Absorbed Company represents and warrants to Surviving Company that each of the following is true and accurate in all material respects:

- (a) Absorbed Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of the Absorbed Company members, (i) Absorbed Company has all of the requisite power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Absorbed Company; and (iii) this Agreement is the valid and binding agreement of Absorbed Company, enforceable against Absorbed Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

(c) The laws of Florida, specifically Section 605.1023, of Absorbed Company require the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the affirmative vote of the holders of a majority-in-interest Members of Absorbed Company. No other law or regulation requires any other vote of the holders of Absorbed Company membership interests in respect of this Agreement or the transactions contemplated hereby.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority-in-interest of the Absorbed Company members), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization of Absorbed Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party which has not approved

hereof to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Absorbed Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Absorbed Company or give rise to any meritorious cause of action against Absorbed Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Ten. Representations and Warranties of Surviving Company. Surviving Company represents and warrants to Absorbed Company that each of the following is true and accurate in all material respects:

(a) Surviving Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to conduct its business and operations as presently conducted;

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority vote of the members of the Surviving Company), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization and Operating Agreement of Surviving Company; (ii)

conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Surviving Company is a party or by which Surviving Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Surviving Company is a party or by which Surviving Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Surviving Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Surviving Company or give rise to any meritorious cause of action against Surviving Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Twelve. Approval. This Plan of Merger shall be required to be approved by a majority-in-interest of the members of the Absorbed Company and by the members of the Surviving Company in the manner provided by the applicable laws of the State of Florida.

Section Thirteen. Further Assurance of Title. Pursuant to this Plan of Merger, and subject to the approval of a majority-in-interest members, the Absorbed Company agrees by merger that all of its rights, title and interest in and to all of the assets of the Absorbed Company shall be transferred to the Surviving Company. If at any time the Surviving Company shall consider or be advised that any acknowledgement or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Company any right, title or interest of the Absorbed Company held immediately prior to the Effective Date of the merger, the Absorbed Company and its

members shall and will execute and deliver all such acknowledgements or assurances in law and all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Company that shall be necessary to carry out the purposes of this Plan of Merger, and the Surviving Company and its members thereof are fully authorized to take any and all such action in the name of the Absorbed Company or otherwise.

Section Fourteen. Book Entries. As of the Effective Date entries shall be made upon the books of the Surviving Company in accordance with the following: The assets and legitimate and lawful liabilities of the Absorbed Company shall be recorded at the amounts at which they are carried on the books of the Absorbed Company immediately prior to the Effective Date.

Section Fifteen. Effective Date of Merger. The Effective Date of the merger shall be the next business day following approval of the merger by a majority-in-interest of the members of Absorbed Company and approval of the majority members of Surviving Company. Articles of Merger shall be duly filed as of the Effective Date.

Section Sixteen. Closing Matters. The obligations of Absorbed Company and Surviving Company shall be subject to the approval of this Plan of Merger by members holding not less than a majority-in-interest of Absorbed Company and or Surviving Company.

Section Seventeen. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Executed on behalf of the parties by the members pursuant to the authorization of their respective members on the date first above written.

[SIGNATURE PAGE FOLLOWS]

ABSORBED COMPANY:

THE PARLOUR 59 LLC,
a Florida limited liability company

By: 

Amber M. Costa, Member

By: 

Hailee E. Martin, Member

SURVIVING COMPANY:

THE PARLOUR 29 LLC,
a Florida limited liability company

By: 

Amber M. Costa, Member

By: 

Hailee E. Martin, Member