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MERGER OR SHARE EXCHANGE
Eastlick Coffee Company LLC

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SECRETARY OF STATE
TALLAHASSEE, FL

**STATE OF FLORIDA
ARTICLES OF MERGER
OF**

EASTLICK COFFEE COMPANY LLC
a New York limited liability company

INTO

EASTLICK COFFEE COMPANY LLC
a Florida limited liability company

Pursuant to the applicable provisions of §605.1021 through §605.1026 of the Florida Revised Limited Liability Company Act (the "Act"), the undersigned companies adopt the following Articles of Merger:

FIRST: The name, street address, state of formation and entity type for the "Merging Entity" is as follows:

Name: Eastlick Coffee Company LLC
DOS ID #: 4868410
Street Address: 983 Greene Ave. #2, Brooklyn, NY 11221
State of Formation: New York
Entity Type: Limited Liability Company

SECOND: The name, street address, state of formation and entity type for the "Surviving Entity" is as follows:

Name: Eastlick Coffee Company LLC
Document No. L18000169205
Street Address: 131 22nd St. S., St. Petersburg, FL 33712
State of Formation: Florida
Entity Type: Limited Liability Company

THIRD: This merger was approved by each domestic merging entity that is a limited liability company, if any, in accordance with §605.1021-§605.1026 of the Act; by each other merging entity, if any, in accordance with the law of its jurisdiction of formation; and by each member of such limited liability company who, as a result of the merger, will have interest holder liability under §605.1023(1)(b) and whose approval is required.

FOURTH: The merger, including the Plan of Merger attached hereto as Exhibit A, was approved in compliance with the laws of each state under which each limited liability company is organized.

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FIFTH: The Surviving Entity exists before the merger and is a domestic filing entity, the amendment, if any, to its public organic record is attached.

SIXTH: The Surviving Entity agrees to pay any members with appraisal rights the amount to which members are entitled under §605.1006 and §605.1061-605.1072 of the Act.

SEVENTH: The Effective Date of these Articles of Merger shall be 12:01 a.m. on the date of its filing (the "Effective Date").

EIGHTH: At the Effective Date, the following actions will occur in accordance with the Plan of Merger:

- a. The Merging Entity shall be merged with and into the Surviving Entity (the "Merger").
- b. The Articles of Organization of the Surviving Entity as in effect immediately prior to the Effective Date shall thereafter continue in full force and effect as the Articles of Organization of the Surviving Entity until altered or amended as provided therein or by law.
- c. The currently issued and outstanding membership interests of the Surviving Entity owned by its members immediately prior to the Merger shall remain as the issued and outstanding membership interests of the Surviving Entity after the Merger. All of the issued and outstanding membership interests of the Merging Entity shall, by virtue of the Merger and without any action on the part of the Surviving Entity, be canceled and extinguished simultaneously with the effectiveness of the Merger.

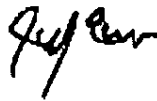
[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of August 3, 2018.

SURVIVING ENTITY:

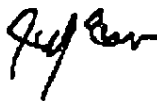
Eastlick Coffee Company LLC
a Florida limited liability company



By: _____
Joel Eastlick, Manager

MERGING ENTITY:

Eastlick Coffee Company LLC
a New York limited liability company



By: _____
Joel Eastlick, Sole Member

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EXHIBIT A
PLAN OF MERGER

See attached Plan of Merger.

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PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into as of August 3, 2018 between Eastlick Coffee Company LLC, a New York limited liability company ("Eastlick New York"), and Eastlick Coffee Company LLC, a Florida limited liability company ("Eastlick Florida").

WITNESSETH:

WHEREAS, on the Effective Date (as defined in Article I), Eastlick New York desires to merge with and into Eastlick Florida, with Eastlick Florida being the surviving company (the "Merger"), and Eastlick New York's existence as a continuing limited liability company under the laws of the State of New York shall not be affected in any manner by reason of the merger except as set forth herein; and

WHEREAS, on the Effective Date, the members of Eastlick Florida and the sole member of Eastlick New York have determined that it is advisable and in the best interests of each entity that Eastlick New York be merged into Eastlick Florida, on the terms and conditions set forth herein and in accordance with the applicable provisions of §1001 through §1005 of the New York's Limited Liability Company Law (the "New York Act") and §605.1021 through §605.1026 of the Florida Revised Limited Liability Company Act (the "Florida Act").

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I THE MERGER

1. The term "Effective Date" shall mean 12:01 a.m. on the date of the filing of the Florida Articles of Merger and New York Certificate of Merger.

2. On the Effective Date, (a) Eastlick New York shall be merged with and into Eastlick Florida; (b) the separate existence of Eastlick New York shall cease at the Effective Date and the existence of Eastlick Florida shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Eastlick Florida shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Eastlick New York shall be taken and be deemed to be transferred to and vested in Eastlick Florida and shall be thereafter as effectively the property of Eastlick Florida as they were the property of Eastlick New York; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Eastlick New York shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Eastlick Florida. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Eastlick New York shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of Eastlick New York

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shall thenceforth attach to Eastlick Florida and may be enforced against it to the same extent as they had been incurred or contracted by it.

ARTICLE II EFFECTS OF THE MERGER

At the Effective Date, Eastlick Florida shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Eastlick New York, and shall be responsible and liable for all liabilities and obligations of Eastlick New York, all as more particularly set forth in the New York Act and the Florida Act.

ARTICLE III TERMS OF THE TRANSACTION; CONVERSION OF MEMBERSHIP INTERESTS

The currently issued and outstanding membership interests of Eastlick Florida immediately prior to the Merger shall remain as the issued and outstanding membership interests of Eastlick Florida after the Merger. All of the issued and outstanding membership interests of Eastlick New York shall, by virtue of the Merger and without any action on the part of Eastlick New York, be canceled and extinguished simultaneously with the effectiveness of the Merger.

ARTICLE IV APPROVAL

This Plan of Merger was approved by the members of Eastlick Florida and the sole member of Eastlick New York.

ARTICLE V ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

The Articles of Organization and the Operating Agreement of Eastlick Florida in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Organization and the Operating Agreement of Eastlick Florida until the same shall be altered, amended or repealed.

ARTICLE VI MANAGER, OFFICERS AND MEMBERS

The manager, officers and members of Eastlick Florida immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the manager, officers and members of Eastlick Florida until any of the manager and officers' successors are elected and qualified or any member transfers such member's ownership interest in Eastlick Florida, as applicable.

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**ARTICLE VII
ASSIGNMENT**

If at any time Eastlick Florida shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Eastlick Florida the title to any property or rights of Eastlick New York, or to otherwise carry out the provisions of this Plan of Merger, the proper officers and managers of Eastlick New York as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Eastlick Florida.

**ARTICLE VIII
EXPENSES**

Eastlick Florida shall pay all expenses of accomplishing the Merger.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Eastlick New York and Eastlick Florida have signed this Agreement as of the day and year first above written.


EASTLICK FLORIDA:

Eastlick Coffee Company LLC
a Florida limited liability company

By: 
Joel Eastlick, Manager

EASTLICK NEW YORK:

Eastlick Coffee Company LLC
a New York limited liability company

By: 
Joel Eastlick, Sole Member