

L18000290869

(Requestor's Name)

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(Business Entity Name)

(Document Number)

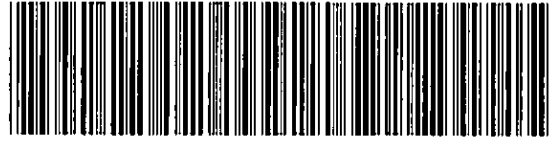
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S TALLENT
JAN 28 2019

FILED

19 JAN 23 PM 5:45

19 JAN 23 PM 4:20

Merger



RESUBMIT

Please give original
submission date as file date.

FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 24, 2019

CORPORATION SERVICE COMPANY
SATISFACTION GUARANTEED, LLC
NEW SATISFACTION GUARANTEED, LLC

SUBJECT: NEW SATISFACTION GUARANTEED, LLC
Ref. Number: L18000290869

We have received your document . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

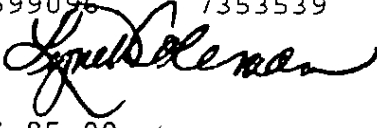
If you have any questions concerning the filing of your document, please call (850) 245-6050.

Susan Tallent
Regulatory Specialist II

Letter Number: 719A00001724

19 JAN 25 AM 10:48
719A00001724

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 599096 7353539
AUTHORIZATION : 
COST LIMIT : \$ 85.00

ORDER DATE : January 23, 2019
ORDER TIME : 3:06 PM
ORDER NO. : 599096-005
CUSTOMER NO: 7353539

ARTICLES OF MERGER

SATISFACTION GUARANTEED, LLC

INTO

NEW SATISFACTION GUARANTEED,
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY
☐ PLAIN STAMPED COPY
☒ GOOD STANDING FOR THE SURVIVOR IN MERGER
PLEASE CALL IF ADDITIONAL FUNDS ARE NEEDED
CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: New Satisfaction Guaranteed, 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:

Peter A. Mardinly, Esq.

Contact Person

Belmont Investment Corp.

Firm/Company

1400 N. Providence Road, Bldg. 1, Suite 304

Address

Media, PA 19063

City, State and Zip Code

pmardinly@belmontinvestment.com

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

For further information concerning this matter, please call:

Peter A. Mardinly at (610) 891-9800

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> |
|----------------------------------|---------------------|--|
| Satisfaction Guaranteed, LLC | U.S. Virgin Islands | Limited Liability Company M17000006347 ✓ |
| New Satisfaction Guaranteed, LLC | Florida | Limited Liability Company L808890869 ✓ |

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> |
|----------------------------------|---------------------|---------------------------|
| New Satisfaction Guaranteed, 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, Florida Statutes; 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), Florida Statutes.

FOURTH: This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.

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, Florida Statutes.

SIXTH: The effective date of the merger is upon filing.

SEVENTH: Signature(s) for Each Party:

Satisfaction Guaranteed, LLC,
a United States Virgin Island limited
liability company

By: Barry J. Belmont
Barry J. Belmont, Trustee of the
Barry J. Belmont Revocable Trust
Dtd 3/25/2008, sole member

New Satisfaction Guaranteed, LLC
a Florida limited liability company

By: Barry J. Belmont
Barry J. Belmont, Manager

FILED

19 JAN 23 AM 9:05

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan"), dated January 4, 2019, is entered into by and among **SATISFACTION GUARANTEED, LLC**, a United States Virgin Island limited liability company (the "Satisfaction VI"), and **NEW SATISFACTION GUARANTEED, LLC**, a Florida limited liability company (the "Surviving Company").

BACKGROUND:

A. Satisfaction VI owns a 56'5" Neptunes Yacht (Hull ID XVP5554CA606) (the "Yacht").

B. The Yacht was originally moored and registered in the United States Virgin Islands but will now be moored and registered in the State of Florida.

C. As a result of this merger, the Surviving Company will become the sole owner of the Yacht.

D. Satisfaction VI has adopted, approved and submitted this Plan in accordance Section 1904 of the United States Virgin Island Uniform Limited Liability Company Act, and the Surviving Company has also adopted, approved and submitted this Plan in accordance with Chapter 605 of the Florida Statutes (the Florida Revised Limited Liability Company Act).

E. The Surviving Company and Satisfaction VI deem it advisable that they merge into a single limited liability company (the Surviving Company) organized and existing under the laws of the State of Florida so that Satisfaction VI no longer has any existence in the United States Virgin Islands and will withdraw its authority to transact business in the State of Florida, all upon the terms and subject to the conditions of this Plan.

F. The Surviving Company is a newly formed Florida limited liability company (December 19, 2018), which has not engaged in business and has no material assets or liabilities except as may be acquired through this merger.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree as stated forth herein, incorporating by reference the terms of the Background above as if fully set forth at length herein:

1. Effectiveness. This Plan and the Articles of Merger to be filed with the office of the Lieutenant Governor for the United States Virgin Islands and the Florida Secretary of State incorporating this Plan (the "Articles of Merger") shall be effective on the date of filing with the Florida Secretary of State. The date determined in accordance with the preceding sentence is referred to hereinafter as the "Effective Date."

2. Effect. On the Effective Date, as defined in Section 1 hereof, Satisfaction VI shall be merged with and into the Surviving Company, and the separate existence of Satisfaction VI, except insofar as it may be continued by law, shall cease, all with the effect provided in the laws of the United States Virgin Islands and State of Florida. Upon merger of Satisfaction VI with and into the Surviving Company, (i) the Surviving Company shall assume all of the obligations of Satisfaction VI and (ii) all property of Satisfaction VI, real, personal and mixed, all debts due to Satisfaction VI on whatever account and all other things in action or belonging to Satisfaction VI shall be vested in Surviving Company.

3. Surviving Company Certificate of Formation & Operating Agreement. On and after the Effective Date, the Surviving Company's Certificate of Formation, filed and effective on December 19, 2018, together with the Surviving Company's Limited Liability Company Operating Agreement dated effective as of December 19, 2018, shall be the operative organic documents governing the Surviving Company, until changed as therein set forth and in accordance with applicable law. The Surviving Company's principal place of business shall be 2407 Laguna Drive, Fort Lauderdale, FL 33316.

4. Conversion of Membership Interests. On the Effective Date, the membership interests in Satisfaction VI outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into membership interests in the Surviving Company and each such membership interest of Satisfaction VI shall be thereafter canceled and of no effect. The membership percentages of each member of the Surviving Company are summarized on the Exhibit A attached hereto and more fully detailed in the Operating Agreement of the Surviving Company.

5. Termination. This Plan may be terminated at any time on or before the Effective Date by written notice of either Satisfaction VI or the Surviving Company.

6. Further Assurances. If at any time the Surviving Company, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, or record or otherwise, in the Surviving Company its rights, title or interest in, to or under any of the rights, properties or assets of Satisfaction VI acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan, Satisfaction VI and its members or authorized agents shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise carry out the purposes of this Plan; and the member and authorized agents of the Surviving Company are fully authorized in the name of Satisfaction VI or otherwise to take any and all such action.

7. Articles of Merger. Pursuant to Section 1904 of the United States Virgin Island Uniform Limited Liability Company Act and Section 605.1025 of the Florida Revised Limited Liability Company Act, the Surviving Company and Satisfaction VI shall promptly file Articles

of Merger with the with the office of the Lieutenant Governor for the United States Virgin Islands and the Florida Secretary of State.

THE UNDERSIGNED BEING ALL OF THE MEMBERS OF SATISFACTION VI AND THE SURVIVING COMPANY HEREBY VOTE IN FAVOR OF THE ABOVE PLAN OF MERGER AND CONSENT TO THE MERGER.

THE UNDERSIGNED BEING EACH OF THE MEMBERS OF THE LIMITED LIABILITY COMPANIES PARTY TO THE MERGER, HEREBY VOTE IN FAVOR OF THE ABOVE PLAN OF MERGER, CONSENT TO THE MERGER AND WAIVE THE REQUIREMENT OF WRITTEN NOTICE AND OF APPRAISAL RIGHTS, AS MAY BE APPLICABLE UNDER UNITED STATES VIRGIN ISLAND LAW OR FLORIDA LAW.


THE UNDERSIGNED FURTHER DELEGATE THEIR AUTHORITY AS MEMBERS OF EACH PARTY TO PETER A. MARDINLY, ESQUIRE AND STEVEN J. HARNER, ESQUIRE TO EXECUTE AND DELIVER TO THE OFFICE OF THE LIEUTENANT GOVERNOR OF THE UNITED STATES VIRGIN ISLANDS AND THE FLORIDA SECRETARY OF STATE THE ARTICLES OF MERGER IMPLEMENTING THIS MERGER PURSUANT TO THE LAWS OF THE UNITED STATES VIRGIN ISLANDS AND FLORIDA.

[REMANEDER OF PAGE LEFT INTENTIONALLY BLANK]

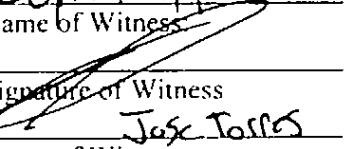
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Plan of Merger this as of the date first above written.

MERGING COMPANY:

SATISFACTION GUARANTEED, LLC,
a United States Virgin Island limited
liability company

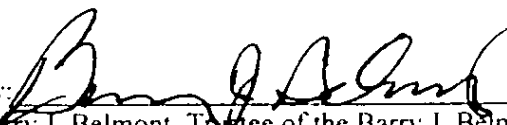


Signature of Witness
Camille Martinez

Name of Witness


Signature of Witness
Jose Torres

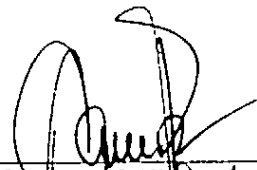
Name of Witness

By: 

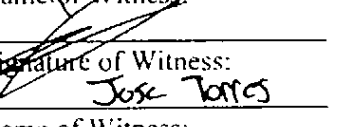
Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008, sole member

SURVIVING COMPANY:

NEW SATISFACTION GUARANTEED, LLC,
a Florida limited liability company



Signature of Witness
Camille Martinez

Name of Witness


Signature of Witness
Jose Torres


Name of Witness

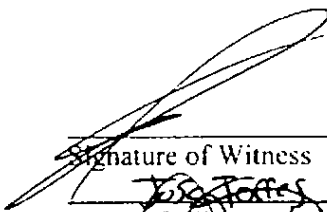
By: 

Barry J. Belmont, Manager

{Signatures continued on the following page

MEMBERS OF SATISFACTION
GUARANTEED, LLC, a United States Virgin
Island limited liability company

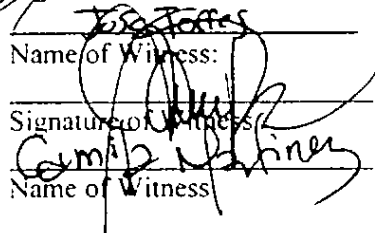

Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008



Signature of Witness

Joe Jones

Name of Witness:

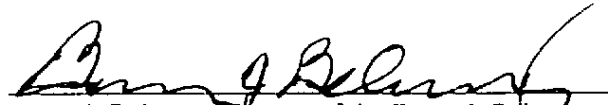


Signature of Witness

Camille Martinez

Name of Witness

MEMBERS OF NEW SATISFACTION
GUARANTEED, LLC, a Florida limited
liability company


Barry J. Belmont, Trustee of the Barry J. Belmont
Revocable Trust Dtd 3/25/2008



Signature of Witness

Joe Jones

Name of Witness:



Signature of Witness

Camille Martinez

Name of Witness

Exhibit A – Summary of Membership Interests

| | |
|---|------|
| Barry J. Belmont, Trustee, Barry J. Belmont Revocable Trust Dated March 25, 2008 | 100% |
| Total | 100% |