

L19000039592

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

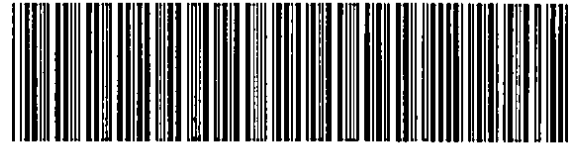
(Document Number)

Certified Copies _____ Certificates of Status _____

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09/04/19--01020--003 **53.50

08/09/19--01007--017 **25.00

FILED
CLERK OF STATE
DIVISION OF CORPORATION
19 AUG 30 PM 2:43

LLC
Merger
09/03/19
DC



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 19, 2019

BRANDON WAYMAN
MDK LAW
777 108TH AVE. NE, SUITE 2000
BELLEVUE, WA 98004

SUBJECT: ELITE ECOMMERCE LLC
Ref. Number: L19000039592

We have received your document for ELITE ECOMMERCE LLC and your check(s) totaling \$25.00. However, the document has not been filed and is being retained in this office for the following:

The fees to file the articles of merger are as follows:

For each Limited Partnership:	\$52.50
For each Limited Liability Company:	25.00
For each Corporation:	35.00
For each General Partnership:	25.00
All Others:	25.00

There is a balance due of \$25.00.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6050.

Darlene Connell
Regulatory Specialist II Supervisor

Letter Number: 919A00017115

COVER LETTER.

TO: Amendment Section
Division of Corporations

SUBJECT: ELITE ECOMMERCE 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:

Brandon Wayman

Contact Person

MDK Law

Firm/Company

777 108th Ave NE, Suite 2000

Address

Bellevue, WA 98004

City, State and Zip Code

bwayman@mdklaw.com

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

For further information concerning this matter, please call:

Brandon Wayman

at (425) 455-9610

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

CR2E080 (2/14)

**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>
Elite eCommerce LLC	Florida	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

L 19-396

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>
Elite eCommerce LLC	Washington	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).

19 AUG 30 PM 2:43
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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:

Lindsay Huber

19728 21st Ave NW

Shoreline, WA 98177

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:

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:

Elite eCommerce LLC, a FL limited liability co.

Elite eCommerce LLC, a WA limited liability co.

Signature(s)

Typed or Printed
Name of Individual:

Aja Mullin - Member

Aja Mullin - Member

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:

\$35.00

For each Limited Partnership:

\$52.50

For each General Partnership:

\$25.00

For each Other Business Entity:

\$25.00

Certified Copy (optional):

\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 5th day of August, 2019, by and between Elite eCommerce LLC, a Washington limited liability company (the "Surviving Entity"); Elite eCommerce LLC, a Florida limited liability company (the "Disappearing Entity"); and Aja Mullin, Lindsay Huber, Michael Mullin, and Catherine Ulery, who are individually called the "Member" and collectively called the "Members", owners of all of the outstanding membership interest of the Disappearing Entity.

PLAN OF MERGER

This Plan of Merger shall be a statutory merger within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. The Surviving Entity shall acquire from the Members all of the issued and outstanding membership interest of the Disappearing Entity, in exchange solely for voting equity of the Surviving Entity.

AGREEMENT

In order to consummate the plan of merger, the parties, in consideration of the mutual agreements and on the basis of the representations and warranties set forth in this Agreement, agree as follows:

1. *Merger.* On the Closing Time (as defined herein), the Disappearing Entity shall merge with and into the Surviving Entity ("Merger") in accordance with the Florida Revised Limited Liability Company Act, Chapter 605.1021, and Article XI of the Washington Limited Liability Company Act, RCW 25.15 *et seq.*

2. *Exchange of Membership Interest.*

2.1 *Transfer of Membership Interest.* Subject to the terms and conditions of this Agreement, each Member shall assign, transfer, and deliver to the Surviving Entity, at the Closing on the Closing Date, certificates for membership interest of the Disappearing Entity, if any, as follows:

<u>Name of Member</u>	<u>Membership Interest</u>	<u>Consideration For Transfer</u>
Aja Mulli	47.5%	47.5%
Lindsay Huber	47.5%	47.5%
Michael Mullin	2.5%	2.5%
Catherine Ulery	2.5%	2.5%

2.2 *Consideration.* At the Closing on the Closing Date, subject to the terms and conditions of this Agreement, and in full consideration for the assignment, transfer, and delivery

to the Surviving Entity of all of the issued and outstanding membership interest of the Disappearing Entity, the Surviving Entity shall deliver to the Members, in proportion to the membership interest of the Disappearing Entity owned by each, membership interest as set forth in Section 2.1. All membership interest shall be fully paid and nonassessable.

2.3 *Dissenters' Rights.* If any Member shall be entitled to be paid the fair value of such member's membership interest in the Disappearing Entity, as provided in RCW 25.15.471, the Disappearing Entity shall give the Surviving Entity notice thereof and the Surviving Entity shall have the right to participate in all negotiations and proceedings with respect to any such demands. Without the prior written consent of Surviving Entity, Disappearing Entity shall not voluntarily make any payment with respect to, or settle or offer to settle, any such demand for payment.

3. *Closing.* The Merger shall become effective on the date the Agreement and Plan of Merger is filed by with the Washington Secretary of State or the date Agreement and Plan of Merger is filed with the Florida Secretary of State, whichever filing occurs last (the "Closing Date").

4. *Securities Laws.*

4.1 *Federal Securities Act – Unregistered Membership Interest.* Each Member acknowledges that the Surviving Entity's membership interest to be delivered to him or her pursuant to this Agreement have not and are not being registered under the Securities Act of 1933 as amended (the 1933 Act), and that accordingly the membership interest is not fully transferable except as permitted under various exemptions contained in the 1933 Act and the rules of the Securities and Exchange Commission interpreting the 1933 Act. The provisions contained in this Section 7.1 are intended to ensure compliance with the 1933 Act.

4.2 *No Transfers in Violation of 1933 Act.* Each Member covenants, warrants, and represents that none of the Disappearing Entity's membership interest that will be issued to him or her pursuant to this Agreement shall be offered, sold, assigned, pledged, hypothecated, transferred, or otherwise disposed of except after full compliance with all of the applicable provisions of the 1933 Act and the rules and regulations of the Securities and Exchange Commission under the 1933 Act.

4.3 *No Distribution of Membership Interest to Public.* Each Member represents and warrants to the Surviving Entity that he or she is acquiring the Surviving Entity's membership interest to be issued under this Agreement for his or her own account, for investment, and not with a view to their resale or other distribution; that he or she currently has no intention of selling, transferring, hypothecating, or otherwise disposing of all or any part of the membership interest at any particular time, for any particular price, or on the happening of any particular event or circumstances; and that the Surviving Entity is relying on the truth and accuracy of these covenants, warranties, and representations in issuing the membership interest without first registering them under the 1933 Act.

4.4 *Investment Legend on Certificates.* Each Member agrees not to sell, transfer, hypothecate, or otherwise dispose of any of the Surviving Entity's membership interest received pursuant to this Agreement unless and until he or she (1) shall have presented the Surviving Entity with a written legal opinion in form and substance satisfactory to counsel for the Surviving Entity to the effect that the disposition is permissible under the terms of the 1933 Act and regulations interpreting the 1933 Act; (2) shall have complied with the registration and prospectus requirements of the 1933 Act relating to the disposition; or (3) shall have presented the Surviving Entity satisfactory evidence that the transfer shall comply with Rule 144 under the 1933 Act and therefore will be exempt from registration under Section 4(2) of the 1933 Act.

4.5 *Indemnification by Members.* If at any time in the future any of the Members should offer, sell, assign, pledge, hypothecate, transfer, or otherwise dispose of any of the membership interest without registration under the 1933 Act, as amended, or under any similar federal statute that may then be in effect, the Member agrees to indemnify and hold harmless the Surviving Entity against and from any and all claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by the Surviving Entity as a result of the disposition.

4.6 *Washington Securities Act.* It is understood and agreed that the Closing is subject to any and all requirements of Washington law applying to the issuance and transfer of the Surviving Entity's membership interest in exchange for all of the issued and outstanding membership interest of the Disappearing Entity. In no event shall the Surviving Entity be liable to anyone for failure to sell or issue any of its membership interest unless and until all applicable requirements of Washington law relating to the sale and issuance have been met.

5. *Miscellaneous.*

5.1 *Amendment and Waiver.* This Agreement may be amended or modified only by a written instrument executed by the Surviving Entity and Members. No waiver of any provision of this Agreement or any right or default under this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced and then shall be effective only for the instance given.

5.2 *Assignment.* Neither this Agreement nor any right created by this Agreement shall be assignable by either the Members (or their successors in interest) or the Surviving Entity without the prior written consent of the other, except by the laws of succession. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties to this Agreement and their successors, any rights or remedies under or by reason of this Agreement.

5.3 *Notices.* Any notice provided or permitted under this Agreement to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing it in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering it in person to an officer of the party to be notified. Notice deposited in the mail in the manner described in this paragraph shall be effective Three (3) days after being deposited in the mail.

5.4 *Headings.* Paragraph and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.5 *Severability.* In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

5.6 *Successor and Assigns.* All the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the parties and their successors and assigns.

5.7 *Entire Agreement.* This Agreement constitutes the entire agreement among the parties, and there are no agreements, understandings, restrictions, warranties, or representations among the parties other than those set forth or provided for in this Agreement.

5.8 *Governing Law.* The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to principles of conflicts of laws.

5.9 *Attorney Fees.* If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees from the other party.

5.10 *Counterparts.* For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

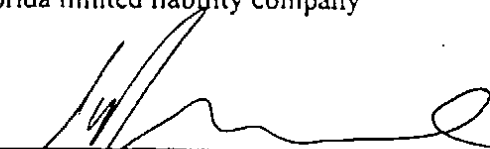
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Plan and Agreement of Reorganization as of the date first above mentioned.

SURVIVING ENTITY:
ELITE ECOMMERCE LLC
a Washington limited liability company
By:

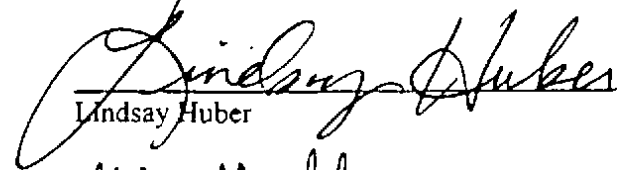

Aja Mullin - Member


DISAPPEARING ENTITY:
ELITE ECOMMERCE LLC
a Florida limited liability company
By:

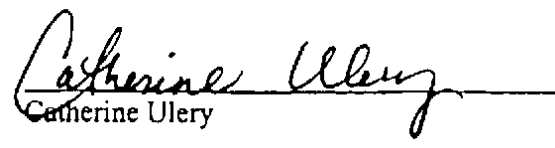

Aja Mullin - Member

MEMBERS:


Aja Mullin


Lindsay Huber


Michael Mullin


Catherine Ulery