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MERGER OR SHARE EXCHANGE  
Venable Enterprises II, LLC

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$58.75

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ARTICLES OF MERGER  
OF  
VENABLE ENTERPRISES, LLC  
a Florida limited liability company  
WITH AND INTO  
VENABLE ENTERPRISES II, LLC,  
a Florida limited liability company

VENABLE ENTERPRISES, LLC, a Florida limited liability company ("Venable Enterprises") and VENABLE ENTERPRISES II, LLC, a Florida limited liability company ("Venable Enterprises II"), pursuant to the provisions of Section 605.1025, Florida Statutes hereby certify in connection with the merger of Venable Enterprises into Venable Enterprises II that:

1. The name and jurisdiction of the merging limited liability company is Venable Enterprises, LLC, a Florida limited liability company.

2. The name and jurisdiction of the surviving entity is Venable Enterprises II, LLC, a Florida limited liability company (Florida Document No. L19000270775).

3. The Agreement and Plan of Merger is attached hereto as Exhibit "A."

4. The Agreement and Plan of Merger was approved by all of the members of Venable Enterprises, LLC on October 1, 2023 in accordance with the applicable provisions of Chapter 605, Florida Statutes.

5. The Agreement and Plan of Merger was approved by all of the members of Venable Enterprises II, LLC on October 1, 2023 in accordance with the applicable provisions of Chapter 605, Florida Statutes.

6. The merger shall become effective upon the date of filing with the Secretary of State.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Articles of Merger, as of October 25, 2023.

VENABLE ENTERPRISES, LLC, a Florida  
limited liability company

By: Charles M. Venable  
Charles M. Venable, Manager

By: James M. Venable  
James M. Venable, III, Manager

By: Cynthia V. Dubrouillet  
Cynthia V. Dubrouillet, Manager

VENABLE ENTERPRISES II, LLC,  
a Florida limited liability company

By: Charles M. Venable  
Charles M. Venable, Manager

By: James M. Venable  
James M. Venable, III, Manager

By: Cynthia V. Dubrouillet  
Cynthia V. Dubrouillet, Manager

## Exhibit "A"

## AGREEMENT AND PLAN OF MERGER

This Agreement effective as of the 1st day of October, 2023, by and between **VENABLE ENTERPRISES, LLC**, a Florida limited liability company ("Venable Enterprises") and **VENABLE ENTERPRISES II, LLC**, a Florida limited liability company ("Venable Enterprises II").

## RECITALS:

A. The Members of Venable Enterprises and the Members of Venable Enterprises II deem it advisable and in the best interests of both entities that Venable Enterprises be merged with and into Venable Enterprises II with Venable Enterprises II being the surviving company pursuant to the laws of the State of Florida and upon the terms and conditions set forth herein; and

B. The Members of Venable Enterprises and the Members of Venable Enterprises II have unanimously approved the merger of Venable Enterprises into Venable Enterprises II in accordance with the provisions of Section 605.1023, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I  
MERGER

1.1 Venable Enterprises shall be merged with and into Venable Enterprises II in accordance with the laws of the State of Florida. The separate limited liability company existence of Venable Enterprises shall thereby cease, and Venable Enterprises II shall be the surviving limited liability company.

1.2 The surviving company shall be Venable Enterprises II, LLC, a Florida limited liability company, having a business address of 1776 Nicklaus Drive, Melbourne, FL 32935.

1.3 The effective date ("Effective Date") of the merger shall be the date the Articles of Merger are filed with the Florida Secretary of State at which time the separate existence of Venable Enterprises shall cease.

1.4 Venable Enterprises II, the surviving limited liability company, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the Operating Agreement of the merged entities. All of the rights, privileges, powers and franchises of Venable Enterprises, of a public as well as of a private nature, and all property, real, personal and mixed of Venable Enterprises, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in Venable Enterprises II without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of Venable Enterprises shall thereafter be as effectually the property of Venable Enterprises II as was the case for Venable Enterprises.

1.5 From and after the Effective Date, Venable Enterprises II shall be subject to the duties and liabilities of a limited liability company organized under the laws of the State of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or Venable Enterprises II may be proceeded against or substituted in place of Venable Enterprises. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of Venable Enterprises II shall continue unaffected and unimpaired by the merger.

## ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon the filing of the Articles of Merger with the office of the Florida Secretary of State.

2.2 Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging limited liability company, or the limited liability company into Venable Enterprises II, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to Venable Enterprises II title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

## ARTICLE III OPERATING AGREEMENT; MEMBERS

The Operating Agreement of Venable Enterprises II, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Operating Agreement of the surviving limited liability company until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to the Operating Agreement shall be effected by the merger.

## ARTICLE IV MANNER OF CONVERTING INTERESTS

Upon the Effective Date, each Membership Interest held in Venable Enterprises shall be converted into a Membership Interest in Venable Enterprises II.

**ARTICLE V  
MISCELLANEOUS**

5.1 This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

5.2 In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

5.3 This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

5.4 This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the members of Venable Enterprises and by the members of Venable Enterprises II.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of October 25, 2023.

**VENABLE ENTERPRISES, LLC**, a Florida  
limited liability company

By: Charles M. Venable  
Charles M. Venable, Manager

By: James Venable  
James M. Venable, III, Manager

By: Cynthia V. Dubrouillet  
Cynthia V. Dubrouillet, Manager

**VENABLE ENTERPRISES II, LLC**,  
a Florida limited liability company

By: Charles M. Venable  
Charles M. Venable, Manager

By: James Venable  
James M. Venable, III, Manager

By: Cynthia V. Dubrouillet  
Cynthia V. Dubrouillet, Manager