

L20000307381

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

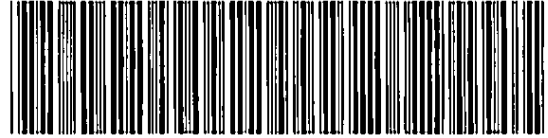
(Document Number)

Certified Copies _____

Certificates of Status _____

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02/18/22--01010--015

2022 FEB 22 AM 9:15

2022 FEB 18 PM 3:30

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

CRAVECLEAN HOLDINGS LLC

Signature _____

Requested by: SETH

Name _____ Date _____ Time _____

Walk-In _____ Will Pick Up _____

____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
____ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
____ Art. of Amend. File _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
____ Cert. Copy _____
____ Photo Copy _____
____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
____ Driving Record _____
____ UCC 1 or 3 File _____
____ UCC 11 Search _____
____ UCC 11 Retrieval _____
____ Courier _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CRAVECLEAN HOLDINGS, 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:

David Bauer

Contact Person

Bauer Gutierrez & Borbon, PLLC

Firm/Company

814 Ponce De Leon Blvd., Suite 210

Address

Coral Gables, FL 33134

City, State and Zip Code

David@bgblawgroup.com

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

For further information concerning this matter, please call:

David Bauer at (305) 340-5959

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>
CRAVECLEAN, LLC	Florida	Limited Liability Company
	LI3-46913	

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>
CRAVECLEAN HOLDINGS, 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; 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).

FILED
2022 FEB 22 AM 9:15
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE
FLORIDA

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:

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:

12/31/2021

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:

CRAVECLEAN, LLC

CRAVECLEAN HOLDINGS, LLC

Signature(s):

Typed or Printed
Name of Individual:

Francesca Morello

Angel Fernandez Jr.

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

2022 FEB 22 4:09 PM
FEB 22 2022

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 31 day of December 2021, by and among CRAVECLEAN HOLDINGS, LLC, a Florida limited liability company (the "Surviving Entity") and CRAVECLEAN, LLC, a Florida limited liability company (the "Merging Entity").

WITNESSETH:

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the Merging Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly authorized actions by the members and managers of the Merging Entity and by the members and managers of the Surviving Entity, the Merging Entity and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. MERGER. At the Effective Time (as herein defined), the Merging Entity shall be merged with and into the Surviving Entity upon the terms and conditions set forth in this Agreement.

2. SURVIVING ENTITY. At the Effective Time:

(a) The Surviving Entity shall be the surviving entity of the Merger and shall continue to exist as a limited liability company under and be governed by the laws of the State of Florida, with all of the rights and obligations as are provided by Florida law;

(b) The Merging Entity shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger; and

(c) Management of the Surviving Entity shall be vested in the managers of the Surviving Entity, whose principal address is 814 Ponce De Leon Blvd., Suite 219, Coral Gables, Florida 33134.

3. CHARTER DOCUMENTS. At the Effective Time:

(a) The Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity;

(b) The Limited Liability Company Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Entity; and

(c) The members of the Surviving Entity immediately prior to the Effective Time shall be the members of the Surviving Entity, and the managers of the Surviving Entity immediately prior to the Effective Time shall be the managers of the Surviving Entity and shall retain such designation for the term provided by law or in the Limited Liability Company Agreement, or until his successor is elected and qualified.

4. **MANNER AND BASIS OF CONVERTING INTERESTS.** At the Effective Time, (a) all of the issued and outstanding membership interests of the Merging Entity and any rights to acquire membership interests or other securities or obligations of the Merging Entity shall be surrendered to the Surviving Entity and canceled, and no membership interests of the Surviving Entity or cash or other property will be issued in exchange therefor or in respect thereof, and (b) all of the issued and outstanding membership interests of the Surviving Entity shall remain outstanding, and the current members of the Surviving Entity shall continue to own the same number and type of membership interests of the Surviving Entity as such members owned prior to the Effective Time.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and adopted and/or approved by the members and managers of the Merging Entity and by the managers and the members holding a majority of the outstanding membership interests of the Surviving Entity. The members and managers of the Merging Entity (acting by and through any representative of the Merging Entity designated by the members) and the managers and the members holding a majority of the outstanding membership interests of the Surviving Entity (acting by and through a Manager or any representative of the Surviving Entity designated by the managers) shall be, and hereby is, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective as of December 31, 2021, and upon acceptance of the Articles of Merger with the Office of the Secretary of State of the State of Florida (the "**Effective Time**").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Entity and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations

in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CONSTITUENT ENTITIES:

MERGING ENTITY:

CRAVECLEAN, LLC, a Florida limited liability company

By: 

Name: Francesca Morello

Title: Manager

SURVIVING ENTITY:

CRAVECLEAN HOLDINGS, LLC, a Florida limited liability company

By: 

Name: Angel Fernandez, Jr.

Title: Manager

2022 FEB 22 11:09:16