

L20000394996

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

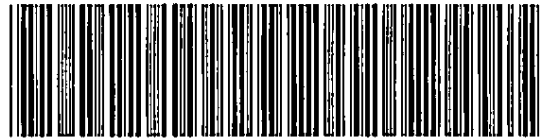
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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01/04/21--01005--027 **25.00

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 14, 2021

CONNER KEMPE
KEMPE LAW
941 N. HIGHWAY A1A
JUPITER, FL 33477

SUBJECT: SETH FAMILY LLC
Ref. Number: L20000394996

We have received your document for SETH FAMILY LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file the merger is \$25.00 per entity involved in the merger.

There is a balance due of \$25.00.

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (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.

Irene Albritton
Regulatory Specialist II

Letter Number: 621A00003289

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Seth Family 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:

Conner Kempe

Contact Person

Kempe Law

Firm/Company

941 N. Highway A1A

Address

Jupiter, FL 33477

City, State and Zip Code

connerkempe@jckempe.com

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

For further information concerning this matter, please call:

conner kempe

Name of Contact Person

at (561)

Area Code

7477300

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

7-1-2012 10

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>
<u>Seth Family, LLC</u>	<u>NY</u>	<u>LLC</u>
<u>Seth Family, LLC</u>	<u>FL</u>	<u>LLC</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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>
<u>Seth Family, LLC</u>	<u>FL</u>	<u>LLC</u>

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).

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:

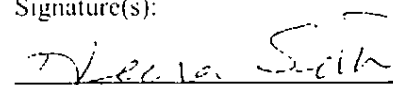
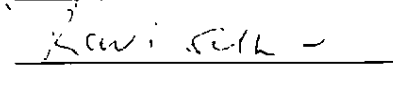
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

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:

12/31/2020

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:	Signature(s):	Typed or Printed Name of Individual:
Seth Family, LLC		Ravi Seth
Seth Family, LLC		Ravi Seth

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

MERGING

SETH FAMILY, LLC
(a New York Limited Liability Company)

WITH AND INTO

SETH FAMILY, LLC
(a Florida Limited Liability Company)

WHEREAS, each of (1) the manager of **Seth Family, LLC**, a New York Limited Liability Company (“**NY Seth Family, LLC**”), and (2) the manager of **Seth Family, LLC**, a Florida Limited Liability Company (“**FL Seth Family, LLC**”) have determined that it is advisable for **NY Seth Family, LLC** to merge with and into **FL Seth Family, LLC** upon the terms and conditions provided herein.

NOW THEREFORE, **NY Seth Family, LLC** and **FL Seth Family, LLC** hereby agree to merge into a single limited liability company as follows:

1. Constituent Organizations. **NY Seth Family, LLC**, a Limited Liability Company duly organized under the laws of the State of New York, shall be merged with and into **FL Seth Family, LLC**, a Limited Liability Company, duly organized under the laws of the State of Florida.
2. Surviving Organization. **FL Seth Family, LLC**, a Limited Liability Company, duly organized under the laws of the State of Florida, shall be the Surviving Organization.
3. Terms and Conditions of Merger. **NY Seth Family, LLC** and **FL Seth Family, LLC** shall, pursuant to the provisions of the FL Stat § 608.438 (2013) and in the same manner as is provided under the applicable NY LLC L. §1003 (2012) and other applicable laws of the State of New York, be merged with and into a single limited partnership, **FL Seth Family, LLC** upon the following terms and conditions:
 - a. Effective Time. The Merger shall be effective as of 12/31/20 (the “Effective Time”).
 - b. Continuation of NY Seth Family, LLC. The name, identity, purpose, existence, rights, privileges, powers, franchises, properties and assets of **NY Seth Family, LLC** (the “Surviving Organization”) shall continue unimpaired by the Merger.
 - c. Termination of Existence of NY Seth Family, LLC. At the Effective Time, the separate existence of **NY Seth Family, LLC** shall cease.
 - d. Organization of Surviving Corporation. The Articles of Incorporation of **FL Seth Family, LLC** shall be the Articles of Incorporation of the Surviving Organization, and the Operating Agreement of **Seth Family, LLC** shall be the Operating Agreement of the Surviving Organization, at and after the Effective Time, and the said Articles of Incorporation and Operating Agreement shall continue in full force and effect.
 - e. Same Members. The identities of the members of **NY Seth Family, LLC** and **FL Seth Family, LLC** are identical, and such members shall continue to be the members of the

Surviving Organization, in accordance with the Operating Agreement of **Seth Family, LLC**.

- f. Adjustment of Membership Interest. At the Effective Time, the percentage of each member's interest of **NY Seth Family, LLC**, reflecting each member's interest in the LLC, shall be adjusted to reflect such member's interest in **FL Seth Family, LLC**. Each member's interest in the Surviving Organization will be approximately as stated below. The exact percentages shall be recalculated as 12/31/20 based on the exact values of the assets of each constituent limited liability company as of that date.

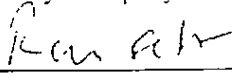
Member Name	% Interest of NY Seth Family, LLC and FL Seth Family, LLC after merger	
Rashmi Seth	32%	
Rahul Seth	32%	
Amit Seth	32%	
Ravi Seth	2%	
Neera Seth	2%	

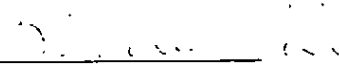
- g. Transfer of Rights and Assets. After the Effective Time, **FL Seth Family, LLC** shall possess all the rights, privileges, immunities, franchises, and powers of **NY Seth Family LLC**, and all property of **NY Seth Family, LLC**, real, personal and mixed, and all debts due to **NY Seth Family, LLC**, as well as all other choses in action, and every interest of or belonging to or due to **NY Seth Family, LLC** shall be deemed to be transferred to and vested in **FL Seth Family, LLC** without further act or deed; and the title to any interest therein vested in **NY Seth Family, LLC** shall not revert or be in any way impaired by such merger.
- h. Obligations and Liabilities. **FL Seth Family, LLC** shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of **NY Seth Family, LLC**; and any claim existing or action or proceeding pending by or against **NY Seth Family, LLC** may be prosecuted as if such merger had not taken place, or **FL Seth Family, LLC** may be substituted in its place. Neither the rights of creditors nor any liens upon the property of **NY Seth Family, LLC** shall be impaired by such merger.
4. The Agreement and Plan of Merger of **NY Seth Family LLC** with and into **FL Seth Family, LLC** has been fully authorized in accordance with the provisions of the applicable New York Uniform Limited Liability Company Act and the Florida Revised Uniform Limited Liability Company Act of 2020, and in accordance with the respective operating agreements of **NY Seth Family, LLC** and of **FL Seth Family, LLC**. **NY Seth Family, LLC** and **FL Seth Family, LLC** hereby stipulate that they will cause to be executed and filed a Certificate of Merger with the Florida Secretary of State, an Article of Merger with the New York Secretary of State, and any other documents prescribed by the laws of the State of Florida and of the State of New York, and they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

5. The managers of **NY Seth Family, LLC** and of **FL Seth Family, LLC** are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger provided for herein.
6. Amendment or Abandonment. This Agreement and Plan of Merger may be amended or abandoned prior to the filing of the Articles of Merger only by a written agreement signed by **NY Seth Family, LLC** and **FL Seth Family, LLC**.

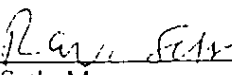
IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

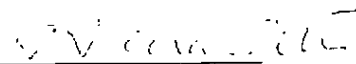
Seth Family, LLC
a Florida Limited Liability Company

By: 
Ravi Seth, Manager

Attested: 
Neera Seth, Manager

SETH FAMILY, LLC
a New York Limited Liability Company

By: 
Ravi Seth, Manager

Attested: 
Neera Seth, Manager