

L210000020715

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

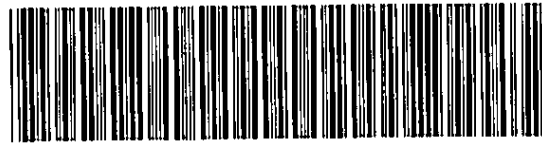
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 10, 2021

PACIFIC LAWN SPRINKLERS FRANCHISE LLC
21 S 21ST STREET
PHILADELPHIA, PA 19103

SUBJECT: PACIFIC LAWN SPRINKLERS FRANCHISE LLC
Ref. Number: L21000020715

We have received your document for PACIFIC LAWN SPRINKLERS FRANCHISE LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The merger or share exchange should be signed by the chairman or vice chairman of the board of directors, the president or any other officer for each corporation involved in the merger or share exchange.

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.

Yasemin Y Sulker
Regulatory Specialist III

Letter Number: 021A00012890



June 25, 2021

VIA UPS

Lane Fisher*
Jeffrey Zucker*
F. Joseph Dunn*
David J. Allsman*
William Graefe, Jr.*
JoyAnn Kenny†
Frank A. Reino†
Joseph A. Brooks†
Lizl Leonardo†
Ariel Multak‡

Amendment Section
Division of Corporations
Attn: Yasemin Sulker
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Re: Pacific Lawn Sprinklers Franchise LLC (Ref. Number L21000020715)

Dear Yasemin Sulker:

As you know, this office represents Pacific Lawn Sprinklers Franchise LLC. We are in receipt your letter dated June 10, 2021 that states that the merger document needed to be signed. Please find attached the Certificate of Merger with the signed Articles of Merger.

Please contact Joseph Dunn at 215-825-3100 or email jdunn@fisherzucker.com if you have any questions. Thank you for your time and attention to this matter.

*member PA and NJ bars

†member PA, NJ, and FL bars

‡member PA, NJ, and WI bars

§member PA bar

¶member IL bar only

Very truly yours,

FISHER ZUCKER LLC

By: Kate Hollenbeck

Kate Hollenbeck
Paralegal

Enclosure(s)

21 S. 21st Street
Philadelphia, PA 19103
P: 215.825.3100
F: 215.825.3101

811 Church Road
Suite 105
Cherry Hill, NJ 08002
P: 856.665.5253
F: 856.488.2108

www.fisherzucker.com

A limited liability company formed in the Commonwealth of Pennsylvania



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Pacific Lawn Sprinklers Franchise 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:

F. Joseph Dunn

Contact Person

FisherZucker LLC

Firm/Company

21 S. 21st Street

Address

Philadelphia, PA 19103

City, State and Zip Code

jdunn@fisherzucker.com

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

For further information concerning this matter, please call:

F. Joseph Dunn at (215) 825-3130

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>
Pacific Lawn Sprinklers Franchise LLC	New York	limited liability company
Pacific Lawn Sprinklers Franchise LLC	Florida	limited liability company

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>
Pacific Lawn Sprinklers Franchise 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
JAN 12 2012
CLERK OF CIRCUIT COURT
JAN 12 2012
JAN 12 2012
JAN 12 2012

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:

March 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:

Signature(s):

Typed or Printed

Name of Individual:

Pacific Lawn Sprinklers Franchise LLC

John Dellafiora

Pacific Lawn Sprinklers Franchise LLC

John Dellafiora

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 OF MERGER

This Agreement of Merger ("Agreement") is entered into as of April ____ 2021 by and among Pacific Lawn Sprinklers Franchise LLC ("PLS NY"), a New York limited liability company, and Pacific Lawn Sprinklers Franchise LLC ("PLS FL"), a Florida limited liability company. The two companies acting by their respective members are sometimes collectively referred to as the "Constituent Companies."

The members of each of the Constituent Companies deem it desirable and in the best interests of the companies to merge PLS NY with and into PLS FL (the "Merger") and have approved this Agreement of Merger in the manner and upon the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the laws of the State of Florida.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

SECTION I THE MERGER

1.1 The Merger. For corporate purposes, upon and subject to the terms and conditions of this Agreement, PLS NY shall merge with and into PLS FL upon the filing of the merger documents with the Secretary of State of the State of Florida (the "Effective Time"). From and after the Effective Time, the separate existence of PLS NY shall cease and PLS FL shall continue as the surviving entity (the "Surviving Entity"). The Merger shall have the effect set forth under New York law and Florida law for a limited liability company. Notwithstanding the foregoing, to the extent permissible, the merger shall be deemed effective for all accounting and financial reporting purposes as of 12:00 a.m. on March 31, 2021.

1.2 Name. The name of the Surviving Entity shall be "Pacific Lawn Sprinklers Franchise LLC".

1.3 Management and Control. The managers and officers of PLS FL in office immediately prior to the Effective Time shall become the managers and officers of the Surviving Entity as of the Effective Time. The managers and officers of the Surviving Entity shall have sole and exclusive control of the business, subject to any limitations in the operating agreement of the Surviving Entity.

1.4 Operating Agreement of Surviving Entity. From and after the Effective Time the present operating agreement of PLS FL shall be and become the Operating Agreement of the Surviving Entity until it shall be altered, amended, or repealed, or until a new operating agreement shall be adopted, in accordance with the provisions of law, the operating agreement, and the certificate of organization of the Surviving Entity.

1.5 Merger Considerations. At the Effective Time, by virtue of the merger and without any action on the part of any party to this Agreement or the holder of any of the following securities:

(a) Membership interests in PLS NY immediately prior to the Effective Time shall cease to exist.

(b) Membership interests in PLS FL issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter evidence membership interests in the Surviving Entity.

The membership interests of PLS NY and PLS FL are owned by the same members in equal proportions.

SECTION II ACTIONS TO CONSUMMATE MERGER

2.1 Actions. Promptly upon execution of this Agreement:

(a) The transaction contemplated by this Agreement shall be approved by each Constituent Company in accordance with Florida law, the laws of each Constituent Company's jurisdiction, and by each member of such limited liability company who as a result of the merger will interest holder liability for debts, obligations, and other liabilities that arise after the merger becomes effective;

(b) PLS FL shall file a Certificate of Merger with the Secretary of State of the State of New York and the Secretary of State of the State of Florida; and

(c) The Surviving Entity may, at any time after the Effective Time, take any action, including executing and delivering any document, in the name and on behalf of either PLS NY or PLS FL, in order to consummate the transactions contemplated by this Agreement.

SECTION III MISCELLANEOUS

3.1 Binding Nature of Agreement; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement (other than as provided herein) without the prior written consent of the other party. Any assignment in notation of the terms hereof shall be null and void.

3.2 Controlling Law. The Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Florida, other than the choice of law provisions thereof, and without the aid of any canon, custom, or rule of law requiring construction against the drafting party.

3.3 Execution on Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of such counterparts shall together constitute one and the same instrument.

3.4 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable term or provision had never been contained herein unless the deletion of such term or provision of this Agreement would result in such a material change as to cause the terms and provisions of this Agreement to be unreasonable or to frustrate materially and adversely the objectives of the parties as expressed in this Agreement.

3.5 Entire Agreement; Amendment. This Agreement is entered into after a full investigation by the Parties, and the Parties are not relying upon any statements or representations not embodied in this Agreement. This Agreement constitutes the entire integrated agreement of the Parties and shall not be subject to change, modification, amendment, or addition without the express written consent of all Parties to this Agreement.

3.6 Section Headings. The section headings in this Agreement are for convenience only, form no part of this Agreement, and shall not affect interpretation of the Agreement.

3.7 Legal Representation. Each party to this Agreement acknowledges and represents that it has been afforded the opportunity to seek advice as to its legal rights from its own legal counsel.

[SIGNATURES ON THE FOLLOWING PAGE]

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

PACIFIC LAWN SPRINKLERS FRANCHISE
LLC (NY)

By: 

Name: John G. DeLafontaine

Title: CEO

PACIFIC LAWN SPRINKLERS FRANCHISE
LLC (FL)

By: 

Name: John G. DeLafontaine

Title: CEO