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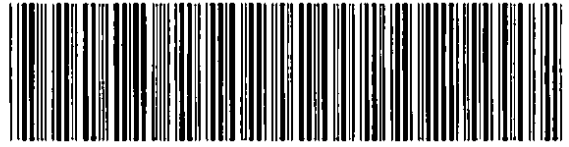
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**FILING**

**MERGER**

1. **GIULITTO ENTERPRISES, LLC**

(CORPORATE NAME AND DOCUMENT #)

2. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

3. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

4. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

5. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

6. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

**SPECIAL  
INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Giulitto Enterprises, 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:

Blake W. Kirkpatrick

Contact Person

Wood, Buckel & Carmichael

Firm/Company

2150 Goodlette Rd. North

Address

Naples, FL 34102

City, State and Zip Code

kaglavan28@gmail.com

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

For further information concerning this matter, please call:

Blake W. Kirkpatrick

at

239

552-4121

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

**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:

**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:

Giulitto Enterprises, LLC (KY)

Giulitto Enterprises, LLC (FL)

Signature(s):



Typed or Printed

Name of Individual:

Dean Giulitto, Manager

Dean Giulitto, Manager

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

<b><u>Fees:</u></b>	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	<b><u>Certified Copy (optional):</u></b>	\$30.00

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is made this 8<sup>th</sup> day of August, 2021, by and between Giulitto Enterprises, LLC, a Kentucky limited liability company with a principal place of business in Villa Hills, Rosewood County, Kentucky (hereinafter referred to as the "Giulitto Enterprises, LLC (KY)") and Giulitto Enterprises, LLC, a Florida limited liability company with a principal place of business in Naples, Collier County, Florida (hereinafter referred to as the "Giulitto Enterprises, LLC (FL)"), Carmella H. Giulitto, Kenneth A. Glavan, Dean Giulitto, and are the Members of Giulitto Enterprises, LLC (KY) and Giulitto Enterprises, LLC (FL) and Dean Giulitto is the sole Manager of Giulitto Enterprises, LLC (KY) and Giulitto Enterprises, LLC (FL).

WHEREAS, the Members and Manager of Giulitto Enterprises, LLC (KY) and Giulitto Enterprises, LLC (FL) deem it desirable and in the best interests of each of the companies that Giulino Enterprises, LLC (KY) be merged into Giulitto Enterprises, LLC (FL) in order that the operations of the company may continue its operations from Naples, Florida:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein provided, said companies agree as follows:

1. The names of the constituent legal entities are as follows:
  - (a) Giulitto Enterprises, LLC, a Kentucky limited liability company; and
  - (b) Giulitto Enterprises, LLC, a Florida limited liability company.
2. The membership interests of the members of Giulitto Enterprises, LLC (KY) and of Giulitto Enterprises, LLC (FL) respectively are as follows:
  - (a) Giulitto Enterprises, LLC (KY):
    - (1) Carmella H. Giulitto - 99.806% membership interest
    - (2) Kenneth A. Glavan - .097% membership interest
    - (3) Dean Giulitto - .097% membership interest
  - (b) Giulitto Enterprises, LLC (FL):
    - (1) Carmella H. Giulitto - 99.806% membership interest
    - (2) Kenneth A. Glavan - .097% membership interest
    - (3) Dean Giulitto - .097% membership interest
3. Giulitto Enterprises, LLC (KY) shall be merged with and into Giulino Enterprises, LLC (FL) in accordance with the provisions §275.345-§275.365 of the Kentucky Revised Statutes (KRS) and §§ 605.1021 - 605.1026, Florida Statutes (F.S.) (the "Merger").
4. Upon the later of the date the Articles of Merger are filed and accepted in the state of Kentucky or in the state of Florida ("Effective Date"): (a) Giulino Enterprises, LLC (KY) shall cease to exist as a separate legal entity; (b) Giulitto Enterprises, LLC (FL) shall be the surviving entity and shall retain its limited liability, and possess all of the rights, privileges, immunities,

powers, purposes and contracts of Giulitto Enterprises, LLC (KY); and (c) all property, real, personal and mixed, or interests therein, and all debts due on whatever accounts, and all other choses in action, and all and every other interest, of or belonging to or due to Giulitto Enterprises, LLC (KY), including but not limited to any and all tax benefits, deductions, losses, and other incidences, whether income tax or otherwise, any and all employment contracts or employment agreements naming Giulitto Enterprises, LLC (KY) as employer, any leases naming Giulitto Enterprises, LLC (KY) as a lessor or lessee, and any and all other legal documents naming Giulitto Enterprises, LLC (KY) as a party, debtor, guarantor, or otherwise, if any, shall be taken and be deemed to be transferred to and vested in Giulitto Enterprises, LLC (FL) without further act or deed, and the title to any real or personal property, or any interest therein, vested in Giulitto Enterprises, LLC (KY) shall not revert or be in any way impaired by reason of such merger and the rights of creditors or any liens upon the property of Giulitto Enterprises, LLC (KY) shall not be impaired by such merger.

5. All of the provisions of the Articles of Organization of Giulitto Enterprises, LLC (KY) and the Articles of Organization of Giulitto Enterprises, LLC (FL), as they exist on this date, shall continue without change after the Effective Date of the Merger, until subsequently amended pursuant to law. Giulitto Enterprises, LLC (FL) hereby adopts the Operating Agreement (the "LLC Agreement") annexed hereto as Exhibit A. Such Operating Agreement shall be the limited liability company agreement of Giulitto Enterprises, LLC (FL) and shall come into force immediately upon the effectiveness of the merger and shall remain in force until subsequently amended pursuant to law.

6. Terms of Merger:

A. Articles/Certificate of Merger. Upon or shortly after the execution of this Agreement, Dean Giulitto on behalf of Giulitto Enterprises, LLC (KY) and Giulitto Enterprises, LLC (FL) shall execute the Articles of Merger for Kentucky and Articles of Merger for Florida. Dean Giulitto, through his authorized representatives will file the Giulitto Enterprises, LLC (KY) Articles of Merger with the Kentucky Secretary of State, and the Articles of Merger of Giulitto Enterprises, LLC (FL) with the Florida Secretary of State as soon as practical.

B. Surrender of Membership Interest. Simultaneously with the execution of the Articles of Merger for each state, each Member shall be deemed to have transferred 100% of his or her Giulitto Enterprises, LLC (KY) Membership Interest, unencumbered, to Giulitto Enterprises, LLC (FL) in return for a corresponding percentage of the Membership Interests of Giulitto Enterprises, LLC (FL). Upon the transfer of Giulitto Enterprises, LLC (KY) Membership Interest to Giulitto Enterprises, LLC (FL), the Members will own 100% the Membership Interests of Giulitto Enterprises, LLC (FL), the Member interests of Giulitto Enterprises, LLC (KY) shall be cancelled and Giulitto Enterprises, LLC (KY) shall cease its operating existence.

C. Waiver of Notice, Rights to Dissent and Appraisal Rights. The parties hereto acknowledge receipt of a copy of the Agreement and waive any and all notice requirements and rights to dissent set forth in in §605.1023, F.S., as well the rights of appraisal, if any, set forth in §§ 605.1006 and 605.1061-605.1072 F.S.

7. Representations and Warranties of Giulitto Enterprises, LLC (KY) and Giulitto Enterprises, LLC (FL). Giulitto Enterprises, LLC (KY) and Giulitto Enterprises, LLC (FL) hereby separately represent and warrant, each for itself, as follows:

A. Organization, Standing, and Authority. Giulitto Enterprises, LLC (KY) is a Kentucky limited liability company duly organized, validly existing and in good standing under its State of Organization. Giulitto Enterprises, LLC (FL) is a Florida limited liability company duly organized, validly existing and in good standing under its State of Organization. Giulitto Enterprises, LLC (KY) and Giulitto Enterprises, LLC (FL) each has full power and authority to carry on its business as now conducted and to operate its business and execute and deliver this Agreement and perform the terms of this Agreement.

B. Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated by it have been duly and validly authorized by all necessary action on its part and on the part of its Members and Manager. The Agreement is a legal, valid and binding obligation enforceable against the limited liability company in accordance with the terms of this Agreement.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by it, nor compliance by the limited liability company with any of the provisions of this Agreement will (i) conflict with or result in a breach of any provision of its Articles of Organization or the LLC Agreement, or (ii) constitute or result in the breach of any terms, conditions or provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration with respect to, or result in the creation of any lien, charge or encumbrance upon any property or assets of the limited liability company pursuant to any Note, Bond, Mortgage, Indenture, License, Agreement or other instrument or obligation to which the limited liability company is a party or by which it or any of its properties or assets may be bound, or (iii) violate any Order, Writ, Injunction, Decree, Statute, Rule or Regulation applicable to the limited liability company or its properties or assets.

8. Conditions Precedent to Merger. This Agreement and the obligations of the parties hereto shall be subject to the following conditions:

A. Approval and Authorization. This Agreement must be approved by all of the Members and Manager.

B. Legal Proceeding. There shall be no actual or threatened action or proceedings by or before any court or other governmental body that shall represent a bona fide claim to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

C. Amendment, Waiver and Termination. By action of their respective governing bodies, the parties hereto may amend, modify, or supplement this Agreement in any respect, so long as the fundamental character of the Merger is not altered at any time before or after approval of this Agreement as set forth in Item 8(A) above. Further, prior to the filing of the Giulitto Enterprises, LLC (KY) Articles of Merger with the Kentucky Secretary of State and prior to the filing of the Articles of Merger of Giulitto Enterprises, LLC (FL) with the Florida Secretary of State, this Agreement may be terminated at any time by the written consent of the parties hereto.

9. Miscellaneous:

A. Entire Agreement. Except as otherwise expressly provided, this Agreement contains the entire agreement of the parties hereto with respect to the transactions herein contemplated and supersedes all prior arrangements or understandings with respect to these transactions, whether written or oral. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any party, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

B. Captions. The captions contained in this Agreement are for reference purposes only and shall not constitute any part of this Agreement.

C. Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Kentucky and the State of Florida separately, each for itself.

D. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and attested to on its behalf and by its duly authorized officers on the day and year first above written.

GIULITTO ENTERPRISES, LLC, a  
Kentucky limited liability company

Margaret B. Pruitt  
Witness

Margaret B. Pruitt  
Witness

Margaret B. Pruitt  
Witness

Margaret B. Pruitt  
Witness

By: Dean R. Giulitto  
Dean Giulitto  
Manager

Carmella H. Giulitto  
Carmella H. Giulitto, Member

Kenneth A. Giulitto  
Kenneth A. Giulitto, Member

Dean R. Giulitto  
Dean Giulitto, Member

GIULITTO ENTERPRISES, LLC, a Florida  
limited liability company

Maryann P. Smith  
Witness

By: Dean P. Giulitto  
Dean Giulitto  
Its: Manager

Maryann P. Smith  
Witness

Carmella H. Giulitto  
Carmella H. Giulitto, Member

Maryann P. Giulitto  
Witness

Kenneth A. Glavan  
Kenneth A. Glavan, Member

Maryann P. Giulitto  
Witness

Dean Giulitto  
Dean Giulitto, Member

ACTION OF THE MEMBERS AND SOLE MANAGER OF  
GIULITTO ENTERPRISES LLC, A KENTUCKY LIMITED LIABILITY COMPANY  
BY UNANIMOUS WRITTEN CONSENT

The undersigned, being the sole Members and Manager of Giulitto Enterprises, LLC, a Kentucky limited liability company, hereby approves, ratifies, adopts, the foregoing Plan and Agreement of Merger and authorizes the filing of Articles of Merger on behalf of Giulitto Enterprises, LLC, a Kentucky limited liability company, and direct the attorneys of the company to make all required filings and to take all other actions necessary or advisable to implement the foregoing Plan and Agreement of Merger according to its terms.

Dated: August 8, 2021

Margie B. Smith  
Witness

Dean P. Giulitto  
Dean Giulitto, Manager

Margie B. Smith  
Witness

Carmella H. Giulitto  
Carmella H. Giulitto, Member

Margie B. Smith  
Witness

Kenneth A. Glavan  
Kenneth A. Glavan, Member

Margie B. Smith  
Witness

Dean P. Giulitto  
Dean Giulitto, Member

ACTION OF THE MEMBERS AND THE MANAGER OF  
GIULITTO ENTERPRISES LLC, A FLORIDA LIMITED LIABILITY COMPANY  
BY UNANIMOUS WRITTEN CONSENT

The undersigned, being the sole Members and Manager of Giulitto Enterprises, LLC, a Florida limited liability company, hereby approves, ratifies, adopts, and authorizes the filing of the foregoing Plan and Agreement of Merger on behalf of Giulitto Enterprises, LLC, a Florida limited liability company, and direct the attorneys of the company to make all required filings and to take all other actions necessary or advisable to implement the foregoing Plan and Agreement of Merger according to its terms.

Dated: August 8, 2021

Margaret B. Smith  
Witness

By: Dean Giulitto  
Dean Giulitto  
Manager

Margaret B. Smith  
Witness

Carmella H. Giulitto  
Carmella H. Giulitto  
Member

Margaret B. Smith  
Witness

Kenneth A. Glavan  
Kenneth A. Glavan  
Member

Margaret B. Smith  
Witness

Dean Giulitto  
Dean Giulitto  
Member