

4/4/22, 1:53 PM

Division of Corporations

Florida Department of State

Division of Corporations

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To:

Division of Corporations
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MERGER OR SHARE EXCHANGE

HOUNDS TOWN USA, LLC

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$60.00

PLEASE HONOR THE ORIGINAL SUBMISSION DATE OF 4/4/2022

Electronic Filing Menu

Corporate Filing Menu

Help

**Articles of Merger
For
Florida Limited Liability Company**

FILED

2022 APR -4 AM 10:24

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>
Hounds Town, Inc.	New York	Corporation
Hounds Town USA, LLC	Florida	LLC

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>
Hounds Town USA, LLC	Florida	LLC

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:

March 28, 2022

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.

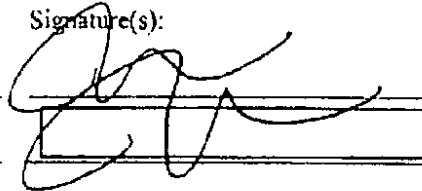
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Hounds Town, Inc.

Hounds Town USA, LLC

Signature(s):



Typed or Printed

Name of Individual:

Jacqueline Bondanza Gould

Jacqueline Bondanza Gould

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

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

EXHIBIT B
CERTIFICATE OF MERGER; ARTICLES OF MERGER

**AGREEMENT AND PLAN
OF
SHORT FORM MERGER
OF
HOUNDS TOWN, INC.
(a New York corporation)
WITH AND INTO
HOUNDS TOWN USA, LLC
(a Florida limited liability company)**

This Agreement and Plan of Merger ("Plan of Merger") is entered into this 24th day of February, 2022 by and between Hounds Town, Inc., a New York corporation ("Parent") and Hounds Town USA, LLC, a Florida limited liability company ("Subsidiary" or "Surviving Entity").

RECITALS

WHEREAS, prior to consummation of the merger, Parent owns 100% of the outstanding membership interests in the Subsidiary;

WHEREAS, Parent desires to change its domicile from New York to Florida via consummation of this merger;

WHEREAS, the Board of Directors and shareholders of Parent and the Parent, as sole member of Subsidiary, have declared it advisable and in the best interest of the entities and their equity owners to merge Parent with and into Subsidiary pursuant to the provisions of the New York Business Corporation Law ("NYBCL") and the Florida Revised Limited Liability Company Act ("FLLCA"), upon the terms and conditions hereinafter set forth, in order to effectuate a change of domicile of Parent from New York to Florida;

WHEREAS, under the terms of this Plan of Merger, shareholders of the Parent will receive membership interests in the Surviving Entity evidencing the same proportional interest in the Surviving Entity as they held in the Parent, and the rights and interests of the holders of membership interests in the Surviving Entity will be substantially the same as those they possessed as holders of the Parent's common stock; and

WHEREAS, this Plan of Merger has been approved by each of the Parent and the Subsidiary in accordance with the provisions of the NYBCL and FLLCA, respectively.

NOW THEREFORE, in consideration for the premises and the mutual covenants contained in this Plan of Merger, the parties agree as follows:

1. MERGER

Pursuant to the provisions of NYBCL and FLLCA (i) Parent shall be merged with and into Subsidiary, and Subsidiary shall be the surviving entity, from and after the March 28, 2022 effective date stated in the Certificate of Merger filed with the Secretary of State of Florida (the "Effective Date"), (ii) Surviving

Entity shall continue to exist under the name "Hounds Town USA, LLC," and (iii) the separate existence of the Parent shall cease at the Effective Date in accordance with the provisions of NYBCL and FLLCA.

2. ARTICLES OF ORGANIZATION

The Articles of Organization of the Subsidiary, as now in force and effect, shall continue to be the Articles of Organization of the Surviving Entity at the Effective Date, and such Articles of Organization shall continue in full force and effect until further amended and changed in the manner prescribed by the provision of the FLLCA.

3. OPERATING AGREEMENT

The present Operating Agreement of the Subsidiary will be the Operating Agreement of the Surviving Entity and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the FLLCA.

4. EXCHANGE OF EQUITY

At the Effective Date, each holder of an outstanding certificate representing shares of common stock of the Parent shall surrender the same to the Surviving Entity and each such holder shall be entitled upon such surrender to receive the number of units of membership interests of the Surviving Entity on the basis provided herein. Until so surrendered, the outstanding shares of the common stock of the Parent to be converted into membership interests of the Surviving Entity as provided herein, may be treated by the Surviving Entity for all corporate purposes as evidencing the ownership of membership interests in the Surviving Entity as though said surrender and exchange had taken place. At the Effective Date of this Agreement, each registered owner of any uncertificated shares of common stock of the Parent shall have such shares cancelled and such registered owner shall be entitled to the number of units of membership interests of the Surviving Entity on the basis provided herein. Upon consummation of the merger on the Effective Date, the rights and interests of the holders of membership interests in the Surviving Entity will be substantially the same as those they possessed as holders of the Parent's common stock and all rights and interests related to the common stock in the Parent shall be cancelled without any additional payment therefor.

5. VESTING OF RIGHTS

Upon the Effective Date, all the property, rights, privileges, franchises, patents, trademarks, licenses, contracts, registrations and other assets of every kind and description of the Parent shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed and all property, rights, and every other interest of the Parent shall be as effectively the property of the Surviving Entity as they were of the Parent. The Parent hereby agrees from time to time, as and when requested by the Surviving Entity or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Entity may deem to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of the Parent acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper

officers and directors of the Parent and the members of the Surviving Entity are fully authorized in the name of the Parent to take any and all such action.

6. FURTHER ASSURANCES

Parent and Surviving Entity agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of New York and/or the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of New York and within the State of Florida, and elsewhere, to effectuate the merger as provided for herein.

7. RESPONSIBILITY FOR TAXES

The Surviving Entity after the consummation of the merger shall be responsible for payment of all outstanding fees and taxes of the Parent which remain unpaid and outstanding, if any, and all penalties and interest thereon.

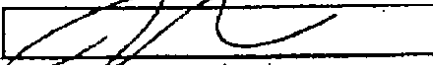
8. CANCELLATION OF SUBSIDIARY MEMBERSHIP INTERESTS

Upon consummation of the merger, on the Effective Date, the membership interests issued by Subsidiary and held by Parent, shall be canceled and the Surviving Entity's Operating Agreement shall be amended to reflect the membership interests held by the holders of the Parent's common stock.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the undersigned have executed this Plan of Merger, as of the date first written above.

Parent:
Hounds Town, Inc.
a New York corporation

By: 
Jacqueline Bondanza Gould, President

Subsidiary:

Hounds Town USA, LLC
a Florida limited liability company

Hounds Town, Inc.
a New York corporation
Sole Member

By: 
Jacqueline Bondanza Gould, President

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER
OF
HOUNDS TOWN USA, LLC**

The undersigned, constituting the sole member of Hounds Town USA, LLC a Florida limited liability company (the "Company"), pursuant to Section 605.04073 of the Florida Revised Limited Liability Company Act, hereby adopts the following resolutions by written consent:

SHORT FORM MERGER

WHEREAS, the Company deems it advisable and in the best interests of the Company to merge its parent company, Hounds Town, Inc., a New York corporation, with and into the Company;

WHEREAS, the Company intends to effectuate such merger in accordance with Section 904-a of the New York Business Corporation Law and Section 605.1021 of the Florida Revised Limited Liability Company Act (the "Short-Form Merger");

WHEREAS, the undersigned has determined that the Short-Form Merger is advisable and in the best interests of the Company, on substantially the terms and conditions set forth in the Plan of Merger attached hereto as Exhibit A (the "Plan of Merger").

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the Plan of Merger, be, and they hereby are, approved;

RESOLVED FURTHER, that the member of the Company be, and it hereby is, authorized, in the name and on behalf of the Company, to execute and deliver the Plan of Merger, with such changes as the member may deem necessary or appropriate, execution and delivery thereof by the Company's member to be conclusive evidence of such approval;

RESOLVED FURTHER, that the member of the Company be, and it hereby is, authorized, in the name and on behalf of the Company, to execute and deliver the Certificate of Merger with the New York Secretary of State and the Articles of Merger with the Florida Secretary of State, each as attached hereto as Exhibit B, with such changes as the member may deem necessary or appropriate, execution and delivery thereof by the Company's member to be conclusive evidence of such approval;

RESOLVED FURTHER, that the member of the Company be, and it hereby is, authorized, in the name and on behalf of the Company, to do and perform, or cause to be done and performed, any and all such other acts, and to make, execute, deliver, register and file or cause to be made, executed, delivered, registered or filed, in the name and on behalf of the Company, any and all such other agreements, undertakings, documents, notices, consents, filings or certificates, with such terms and provisions as the member may approve, to incur and pay all such fees and expenses and to engage such persons as the officers may deem necessary, proper or desirable to effectuate or carry out the intent and purposes of the foregoing resolutions; and

RESOLVED FURTHER, that all actions previously taken by the member in connection with or relating to the subject matter of any and all of the foregoing resolutions that are within the authority

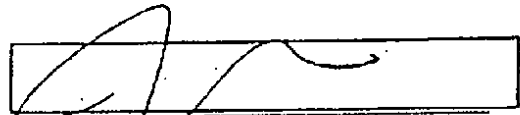
conferred by the foregoing resolutions be, and each of them hereby is, approved, ratified and confirmed in all respects as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Action by Unanimous Written Consent as of this 24th day of February, 2022.

MEMBER:

Hounds Town, Inc.
a New York corporation

By:



Jacqueline Bondanza Gould
President

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov

**FILED**

Date 3/24/2022 08:40 AM
Corp No 271613
Cert No A19271613

Iowa 2019 Biennial Report for an Iowa Limited Liability Company

Required by Iowa Code Chapter 489.209

C M SOLUTIONS LLC

Name of the limited liability company

Registered agent and registered Office

RICK MOLDT

Full Name

7412 VOLQUARDSEN

Address1

Address2

DAVENPORT

City

IA

State

52806

Zip

USA

Country

Principal Office

7412 VOLQUARDSEN

Address1

Address2

DAVENPORT

City

IA

State

52806

Zip

USA

Country

No

Does the limited liability company hold an interest in agricultural land in Iowa?

No

Is the limited liability company a "family farm limited liability company"?

Report must be signed by a person authorized by the company.

Tim Condon

Authorized Person

3/28/2022 8:24:45 AM

Date

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov

**FILED**

Date 3/24/2022 08:40 AM
Corp No 271613
Cert No A21271613

Iowa 2021 Biennial Report for an Iowa Limited Liability Company

Required by Iowa Code Chapter 489.209

C M SOLUTIONS LLC

Name of the limited liability company

Registered agent and registered Office

RICK MOLDT

Full Name

7412 VOLQUARDSEN

Address1

Address2

DAVENPORT

City

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Report must be signed by a person authorized by the company

TIM CONDON

Authorized Person

3/28/2022 8:25:06 AM

Date