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500410881755

Merger

2023 JUN 26 PM 12:18
OFFICE OF THE
CLERK OF THE
SUPERIOR COURT

FILED

A. RAMSEY

JUN 27 2023



2023 JUN 26 PM 2:25

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 836348 4814233

AUTHORIZATION :

COST LIMIT : \$180.00

ORDER DATE : June 26, 2023

ORDER TIME : 1:38 PM

ORDER NO. : 836348-005

CUSTOMER NO: 4814233

ARTICLES OF MERGER

EXPERIENTIAL VENTURES
HOSPITALITY LLC

INTO

EXPERIENTIAL VENTURES
HOSPITALITY LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX_____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Eyliena Baker

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Experiential Ventures Hospitality 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:

Kent Purdy

Contact Person

Experiential Ventures Hospitality LLC

Firm/Company

600 Cleveland Street, STE 372

Address

Clearwater, Florida 33755

City, State and Zip Code

kentP@experientialventures.com

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

For further information concerning this matter, please call:

Kent Purdy

at (

678

358-3740

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

FILED

2023 JUN 26 PM 12 18

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>
Experiential Ventures Hospitality LLC	Tennessee	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>
Experiential Ventures Hospitality 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:

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:

Experiential Ventures Hospitality LLC



Chris Schroeder

Experiential Ventures Hospitality LLC



Chris Schroeder

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

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of June 21, 2023, by and among Experiential Ventures Hospitality LLC, a Florida limited liability company ("Experiential Florida") and Experiential Ventures Hospitality LLC, a Tennessee limited liability company (the "Experiential Tennessee" and collectively with the Experiential Florida, the "Parties").

RECITALS

WHEREAS, Chris Schroeder, Kent Purdy and John R. Jacobson, represent all of the members (collectively, the "Members") of Experiential Tennessee:

WHEREAS, the Members in the aggregate hold a majority interest in Experiential Ventures LLC, a Florida limited liability company ("Experiential Ventures");

WHEREAS, Experiential Ventures holds a majority interest in Experiential Florida;

WHEREAS, the Members desire to restructure certain investments of the Parties;

WHEREAS, the Board of Directors of Experiential Florida and the Members of Experiential Tennessee have reviewed the terms of this Agreement and determined that it is in the best interests of each of the Parties for Experiential Tennessee to merge with and into Experiential Florida in accordance with the terms of this Agreement and in accordance with Florida and Tennessee law.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. The Merger. At the Effective Time (as defined below) and subject to the terms and conditions of this Agreement and in accordance with Section 605 of the Florida Revised Limited Liability Company Act (the "Florida Act") and Section 702 of the Tennessee Revised Limited Liability Company Act (the "Tennessee Act"). Experiential Tennessee shall merge with and into Experiential Florida (the "Merger"). the separate corporate existence of Experiential Tennessee shall cease and Experiential Florida shall continue as the surviving limited liability company.

Section 2. Effective Time; Closing Date. The closing of the Merger shall take place through the electronic exchange of executed documents, or by such other means as mutually agreed by the Parties on the date hereof (the "Closing Date"). Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Parties shall cause the Merger to be consummated by filing with the Secretary of State of the State of Florida Articles of Merger (the "FL Articles of Merger"), which shall be prepared, executed and filed in accordance with the relevant provisions of the Florida Act and by filing with the Secretary of State of Tennessee a certificate of merger (the "TN Certificate of Merger" and together with the FL Articles of Merger, the "Certificates of Merger"), which shall be prepared, executed and filed in accordance with the relevant provisions of the Tennessee Act. The Merger shall become effective upon the later filing of the FL Certificate of Merger or TN Certificate of Merger (the "Effective Time").

Section 3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the Florida Act. Without limiting the generality of the forgoing, at the Effective Time, (a) all of the properties, rights, privileges, immunities, powers and franchises of Experiential Tennessee shall vest in Experiential Florida, and (b) all debts, liabilities, obligations and duties of Experiential Tennessee shall become the debts, liabilities and duties of Experiential Florida.

Section 4. Organizational Documents. The limited liability company agreement of Experiential Florida in effect at the Effective Time shall be the limited liability company agreement of Experiential Florida following the Merger until thereafter amended as provided therein or by the Florida Act, and the articles of organization of Experiential Florida at the Effective Time shall be the articles of organization of Experiential Florida following the Merger until thereafter amended in accordance with the Florida Act.

Section 5. Board of Directors and Officers. The directors and officers of Experiential Florida immediately prior to the Effective Time shall be the directors and officers of Experiential Florida from and after the Effective Time and shall hold such positions until the earlier of their death, resignation or removal.

Section 6. Cancellation of Membership Interests. As of the Effective Time, all issued and outstanding Membership Interests of Experiential Tennessee shall be automatically cancelled, and shall be of no further force and effect.

Section 7. Entire Agreement. This Agreement together with the Certificates of Merger constitute the entire agreement of the Parties with respect to the Merger, and supersedes all prior or contemporaneous understandings, representations and warranties, and agreements, whether written or oral, with respect to the Merger.

Section 8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, whether express or implied, is intended to confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.


Section 12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.


Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same Agreement. A facsimile or portable document format (PDF) copy of a signature page to this Agreement shall be deemed an original signature page and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first set forth above.

EXPERIENTIAL VENTURES HOSPITALITY LLC, a
Florida limited liability company

By: 
Name: Chris Schroeder
Title: CEO and Authorized Representative

EXPERIENTIAL VENTURES HOSPITALITY LLC, a
Tennessee limited liability company

By: 
Name: Chris Schroeder
Title: CEO and Authorized Representative