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DEC 23 2019

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2019 DEC 20 AM 9:39
CLERK OF COURT

Merge


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

ACCOUNT NO. : I20000000195

REFERENCE : 109092 4320909

AUTHORIZATION

COST LIMIT : \$ 70.00



ORDER DATE : December 19, 2019

ORDER TIME : 6:10 PM

ORDER NO. : 109092-050

CUSTOMER NO: 4320909

ARTICLES OF MERGER

DESTINATION TAMPA MANAGEMENT
INC.

INTO

TWO ROADS HOSPITALITY LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Two Roads Hospitality LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Emily Stegich

Contact Person

Latham & Watkins LLP

Firm/Company

330 North Wabash, Suite 2800

Address

Chicago, Illinois 60611

City, State and Zip Code

emily.stegich@lw.com

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

For further information concerning this matter, please call:

Emily Stegich

Name of Contact Person

at (312) 777-7249

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

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 Profit or Non-Profit Corporation
Into
Other Business Entity**

2019 DEC 20 AM 9:39

FILED

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
Destination Tampa Management Inc.	Florida	corporation P01/08/2032
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Two Roads Hospitality LLC	Delaware	limited liability company
_____	_____	_____

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

150 N. Riverside Plaza

14th Floor



Chicago, Illinois 60606

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Destination Tampa Management Inc.		Joan Bottarini, <u>DIRECTOR</u>
Two Roads Hospitality LLC		Joan Bottarini, Manager

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 a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

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>
Destination Tampa Management Inc.	Florida	corporation

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>
Two Roads Hospitality LLC	Delaware	limited liability company

THIRD: The terms and conditions of the merger are as follows:

~~In accordance with Section 18-209 of the Act and Section 607.1101 of the Florida Act, at the Effective Time (as defined below). The merging party shall be merged with and into surviving party, the separate corporate existence of the merging party shall cease and the surviving party shall continue as the surviving company (the "Merger"). The surviving party, as the surviving company after the Merger, is hereinafter sometimes referred to as the "Surviving Company". At the Effective Time, the effect of the Merger shall be as provided in this Plan of Merger, Section 18-209 of the Act and Section 607.1106 of the Florida Act.~~

~~The Merger shall become effective at 12:59 PM ET on December 31, 2019 (such time as the Merger becomes effective, the "Effective Time").~~

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

At the Effective Time, by virtue of the Merger and without any action of the members of Two Roads or Destination Tampa, (a) each outstanding limited liability company membership interest of Two Roads shall remain unchanged and continue to remain outstanding as an equivalent limited liability company interest in the Surviving Company and (b) each share in Destination Tampa and any rights to acquire the shares of Destination Tampa shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

At the Effective Time, by virtue of the Merger and without any action of the members of Two Roads or Destination Tampa, each right to acquire the interests, shares, obligations or other securities of Destination Tampa shall cease to exist and no consideration shall be delivered in exchange therefor.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Two Roads Hospitality, LLC is managed by a Board of Managers, as set forth below:

Mark Hoplamazian, Manager - 150 N. Riverside Plaza, 14th Floor, Chicago, Illinois 60606

Joan Bottarini, Manager - 150 N. Riverside Plaza, 14th Floor, Chicago, Illinois 60606

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

This Agreement shall be the "agreement of merger" required by Section 18-209 of the Act and the "plan of merger" required by Section 607.1101 of the Florida Act.

The certificate of formation of Two Roads immediately prior to the Effective Time shall be the certificate of formation of the Surviving Company immediately following the Effective Time. The limited liability company operating agreement of Two Roads immediately prior to the Effective Time shall be the limited liability company operating agreement of the Surviving Company immediately following the Effective Time. The managers and officers of Two Roads immediately prior to the Effective Time shall be the managers and officers of the Surviving Company immediately following the Effective Time.

This Agreement shall be on file with the Surviving Company at the following address: 150 N. Riverside Plaza, 14th Floor, Chicago, Illinois 60606. A copy of this Agreement shall be furnished by the Surviving Company upon written request and without cost to any person holding an interest in any party to the Merger.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effect the Merger and to comply with the requirements of the Act and the Florida Act. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of Two Roads or Destination Tampa, or otherwise to carry out this Agreement, the officers and board of managers of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of each of Two Roads or Destination Tampa, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Two Roads or Destination Tampa or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out this Agreement.

For the avoidance of doubt, any intellectual property rights, and all goodwill associated therewith, that may be held by Destination Tampa, if any, shall by virtue of the Merger be assigned to the Surviving Company.

(Attach additional sheet if necessary)