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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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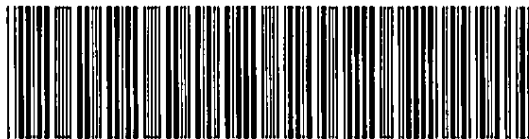
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Merger
OCT 16 2017

FILED
17 OCT 16 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BEAU COO BEAUTY, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Ellen Gilmore, Esq.

Contact Person

Greenspoon Marder, P.A.

Firm/Company

200 E. Broward Blvd., Suite 1800

Address

Fort Lauderdale, Florida 33301

City, State and Zip Code

sookloozy@aol.com

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

For further information concerning this matter, please call:

Ellen Gilmore ellen.gilmore@gmlaw.com

Name of Contact Person

at (888) 491-1120 ext. 1021

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

FILED

17 OCT 16 PM 2:38

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

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>
BEAU COO BEAUTY INC.	FLORIDA	CORPORATION
BEAU COO BEAUTY, LLC	NEVADA	LIMITED LIABILITY CO.

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>
BEAU COO BEAUTY, LLC	NEVADA	LIMITED LIABILITY CO.

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:

1006 TAM O'SHANTER

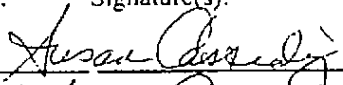
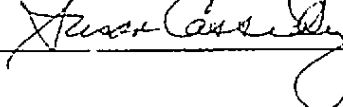
LAS VEGAS, NEVADA 89109

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:
BEAU COO BEAUTY INC.		SUSAN CASSIDY
BEAU COO BEAUTY, LLC		SUSAN CASSIDY

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

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective the 12th day of October 2017, by and between Beau Co Beauty, Inc., a Florida corporation (the "Merging Company"), and Beau Co Beauty, LLC, a limited liability company organized under the laws of Nevada (the "Surviving Company").

WHEREAS, the Stockholder of the Merging Company and Members of the Surviving Company deem it advisable and generally in the best interests of the Merging Company, the Surviving Company, and their respective owners that the parties effect a merger (the "Merger") pursuant to the applicable laws of the State of Florida and the State of Nevada, with the Surviving Company being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **Merger.** At the Effective Time (as defined in Section 5 hereof), the Merging Company will be merged with and into the Surviving Company in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida law and Nevada Law as follows:

- (a) Each share of stock of the Merging Company outstanding immediately prior to the Effective Time shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The Membership Interests of the Surviving Company that are outstanding immediately prior to the Effective Time shall remain outstanding after the Effective Time.
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a share of stock in the Merging Company, if any, shall be deemed cancelled at the Effective Time for all purposes as provided in Section (a) above.

2. **Effect of Merger.** At the Effective Time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the Surviving Company and the Surviving Company, a Nevada limited liability company, will be the surviving entity pursuant to the terms of the Articles of Merger to be filed with the Secretary of State of the State of Florida and the Articles of Merger to be filed with the Secretary of State of the State of Nevada; (b) the Articles of Organization of the Surviving Company and the Operating Agreement of the Surviving Company, each as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each share of stock of the Merging Company outstanding immediately prior to the Effective Time shall be cancelled as above; (d) the Membership Interests of the Surviving Company outstanding immediately prior to the Effective Time shall remain in existence as provided above; and (e) the Merger shall have all of the effects provided by applicable law.

3. **Filing.** The Surviving Company shall promptly cause the Articles of Merger in form and substance satisfactory to each party hereto and their respective counsel to be executed and filed with the office of the Secretary of State of the State of Nevada and the Merging Company shall promptly cause the Articles of Merger in the form and substance satisfactory to each party hereto and their respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida.

4. **Conduct of the Merging Company and the Surviving Company.** Until the Effective Time each of Merging Company and the Surviving Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

5. **Effective Time.** The merger shall be effective upon filing of Articles of Merger with the Secretary of State of the State of Nevada (the "Effective Time").

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to the Merging Company, as well as all of the things and causes of action belonging to the Merging Company shall be the property of the Surviving Company as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in the Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

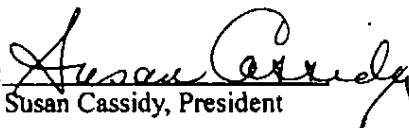
7. Further Assurances. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of the Merging Company and the Surviving Company acquired or to be acquired by reason of, or as a result of, the Merger, the Merging Company and the Surviving Company agree that such entities and their proper officers and owners shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers and manager of the Surviving Company are fully authorized and directed in the name of the Merging Company and the Surviving Company or otherwise to take any and all such actions.

8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida.

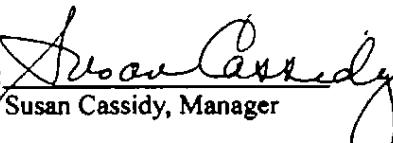
9. Execution. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 2nd day of October, 2017.

BEAU COO BEAUTY, INC., a Florida corporation

By: 
Susan Cassidy, President

BEAU COO BEAUTY, LLC, a Nevada limited liability company

By: 
Susan Cassidy, Manager