

P130000038903

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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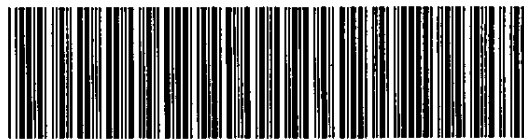
(Business Entity Name)

(Document Number)

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FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATE AFFAIRS  
13 JUN 25 PM 3:13

Marger/CC  
@ 6.25.13

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Gecko Hospitality, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Suzanne C. Cummings, Esq.

Contact Person

Cummings Franchise Law, P.C.

Firm/Company

2 Main Street, Suite 300

Address

Stoneham, MA 02180

City, State and Zip Code

scummings@cummingsfranchiselaw.com

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

For further information concerning this matter, please call:

Suzanne Cummings

Name of Contact Person

at ( 781 ) 481-9090

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 13, 2013

CUMMINGS FRANCHISE LAW, PC  
% SUZANNE C. CUMMINGS  
TWO MAIN ST., STE. 300  
STONEHAM, MA 02180

SUBJECT: GECKO HOSPITALITY INC.  
Ref. Number: P13000038903

We have received your document for GECKO HOSPITALITY INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist II

Letter Number: 413A00014929

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUN 25 PM 8:13

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

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 or 617.0302, 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>
Gecko Hospitality, LLC	Illinois	LLC
Gecko Hospitality, Inc.	Florida	For-Profit Corp.

**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>
Gecko Hospitality, Inc.	Florida	For-Profit Corp.

**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, 608, 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:

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**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:

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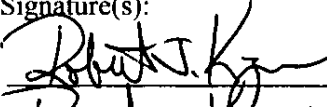
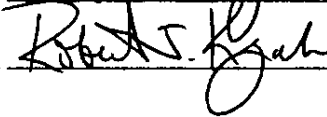
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

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:
Gecko Hospitality, LLC		Robert J. Krzak
Gecko Hospitality, Inc.		Robert J. Krzak
_____	_____	_____
_____	_____	_____

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>
Gecko Hospitality, LLC	Illinois	LLC
Gecko Hospitality, Inc.	Florida	For-Profit Corp.

**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>
Gecko Hospitality, Inc.	Florida	For-profit Corp.

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

See attached Plan of Merger

*(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:

**See attached Plan of Merger**

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*(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:

**See attached Plan of Merger**

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*(Attach additional sheet if necessary)*



## **AGREEMENT AND PLAN OF MERGER**

### **(BY WRITTEN CONSENT IN LIEU OF MEETINGS OF DIRECTORS AND STOCKHOLDERS AND MEMBERS)**

Pursuant to the applicable provisions of the Illinois and Florida Business Corporation Laws, the undersigned, being all the Members of Gecko Hospitality, LLC, a Illinois limited liability company with a principal place of business at 1415 W. 22<sup>nd</sup> Street, Tower Floor, Oakbrook, Illinois 60523 ("Illinois LLC"), and all the Directors and Stockholders of Gecko Hospitality, Inc., a Florida corporation with a principal place of business at 5237 Summerlin Commons, Suite 408, Fort Myers, Florida 33907 ("Florida Corporation"), hereby adopt and approve, respectively, this Agreement and Plan of Merger, which shall be treated for all purposes as fully as if said Agreement and Plan of Merger had been adopted at duly called meetings of the Members and Board of Directors and thereafter approved by all the Members and stockholders of the respective corporations.

### ***RECITALS***

Each of the parties deems it advisable and beneficial to the welfare of the Florida Corporation, that the Illinois LLC merge into the Florida Corporation (the "Merger").

The Florida Corporation has authorized capital consisting of 1,000 shares of common stock, no par value, of which 1,000 shares are now issued and outstanding.

The Illinois LLC is owned fifty percent (50%) by Member Sheryl Krzak and fifty percent (50%) by Member Robert J. Krzak.

Upon the Effective Date (as defined below), all of the membership interests of Robert J. Krzak and Sheryl Krzak in the Illinois LLC will surrendered and cancelled.

### ***AGREEMENT***

In consideration of the mutual covenants, agreements and provisions contained in this Agreement, the parties agree as follows:

1. That the Illinois LLC shall merge into the Florida Corporation (the "Surviving Corporation") in accordance with the requirements of Section 37-20 of the Illinois Limited Liability Company (805 ILCS 180/37-20) and pursuant to Section 607.1108, Florida Statutes, Florida Business Corporations Act, and the separate existence of the Illinois LLC shall thereby cease. For federal income tax purposes, the parties intend that the Merger will be treated as a transaction qualifying as a reorganization within the meaning of Section 368 (a)(1)(A) of the Internal Revenue Code and this Agreement is intended to be and is adopted as a plan of reorganization for purposes of Section 368 of the Internal Revenue Code.

2. That the Florida Corporation shall be the Surviving Corporation, which shall be governed by the laws of the State of Florida.

3. The Articles of Incorporation of the Florida Corporation, as in effect on the effective date of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

4. Upon the effect hereof, all membership interests in the Illinois LLC outstanding immediately prior to the effective date of the merger shall be canceled and merged into the outstanding stock of the Florida Corporation.

5. Until altered, amended or repealed, the Bylaws of the Florida Corporation, as in effect on the Effective Date (as defined below), shall be the Bylaws of the Surviving Corporation.

6. The officers and directors of the Florida Corporation shall continue as the directors and officers of the Surviving Corporation following the Merger, and shall hold office as provided in the Articles of Incorporation and Bylaws of the Surviving Corporation.

7. Each party to this Agreement will bear its respective fees and expenses incurred for the purpose of consummating the transactions contemplated hereby.

8. The Merger shall be effective upon the filing of the necessary documentation with the Illinois Secretary of State and Florida Department of State (the "Effective Date").

9. At any time before the Effective Date, this Agreement may be terminated and the Merger abandoned by the Board of Directors of the Florida Corporation or the Members of the Illinois LLC, notwithstanding approval of this Agreement by the Boards of Directors and stockholders of the Florida Corporation or all the Members of the Illinois LLC.

10. Subject to the laws of the State of Illinois and the State of Florida, at any time before the Effective Date, this Agreement may be amended, modified or supplemented by the Boards of Directors of the Florida Corporation or the Members of the Illinois LLC, notwithstanding approval of this Merger Agreement by the stockholders of the Florida Corporation or all the Members of the Illinois LLC; provided, however, that any amendment made subsequent to the adoption of this Agreement by the stockholders of the Florida Corporation or the Members of the Illinois LLC shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of the Florida Corporation; (ii) alter or change any of the terms of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any membership interest in the Illinois LLC or the stockholders of the Florida Corporation.

11. This Agreement shall be governed by and construed under the internal laws of the State of Florida, without reference to the principles of conflicts of law or choice of laws, except

to the extent that the laws of the State of Illinois would apply in matters relating to the internal affairs of the Illinois LLC and the Merger.

[Remainder of Page Intentionally Left Blank –  
Signature Page to Follow]

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

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*(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:

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*(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:

N/A

*(Attach additional sheet if necessary)*

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

N/A

*(Attach additional sheet if necessary)*