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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Gateway Risk Services, LLC

2021 11 22 10 03

- Art of Inc. File _____
- LTD Partnership File _____
- Foreign Corp. File _____
- L.C. File _____
- Fictitious Name File _____
- Trade/Service Mark _____
- Merger File _____
- Art. of Amend. File _____
- RA Resignation _____
- Dissolution / Withdrawal _____
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Signature _____

Requested by: SETH

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Gateway Risk Services, 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:

Randall Pajovich

Contact Person

Penwell Bowman + Curran LLC

Firm/Company

2600 Commerce Drive

Address

Harrisburg, PA 17110

City, State and Zip Code

rpajovich@penwelllaw.com

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

For further information concerning this matter, please call:

Randall Pajovich

at (570)

854-5686

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**

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>
<u>Andrews Outsource Solutions, LLC</u>	<u>Florida</u>	<u>Limited Liability Company</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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>
<u>Gateway Risk Services, LLC</u>	<u>Pennsylvania</u>	<u>Limited Liability Company</u>

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). See Exhibit A - Plan of Merger.

:D
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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:

1946 Menold Drive, Allison Park, PA 15101

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:

Date of Filing

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:
<u>Andrews Outsource Solutions, LLC</u>	<small>DocuSigned by</small> <u>Daniel Payne</u> <small>150601876026212</small>	<u>Daniel Payne, Secretary</u>
<u>Gateway Risk Services, LLC</u>	<small>DocuSigned by</small> <u>Daniel Payne</u> <small>150601876026212</small>	<u>Daniel Payne, Secretary</u>
_____	_____	_____
_____	_____	_____

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 an authorized person

Fees: 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 A
TO
ARTICLES OF MERGER

Plan of Merger
of
Gateway Risk Services, LLC
(a Pennsylvania limited liability company)

and

Andrews Outsource Solutions, LLC
(a Florida limited liability company)

This PLAN OF MERGER (this "Plan of Merger"), dated as of July 21, 2020, is by and between GATEWAY RISK SERVICES, LLC, a Pennsylvania limited liability company having an address at 1946 Menold Drive, Allison Park, PA 15101 (the "Surviving Entity"); and ANDREWS OUTSOURCE SOLUTIONS, LLC, a Florida limited liability company having an address at 1201 Hays Street, 900 Tallahassee, FL 32301 (the "Merging Association") (the Surviving Entity and the Merging Association are collectively referred to herein as the "Parties").

RECITALS

A. The Surviving Entity is a duly formed, validly existing and in good standing, Pennsylvania limited liability company.

B. The Merging Association is a duly formed, validly existing and in good standing, Florida limited liability company.

C. The sole member and managers of the Surviving Entity have, by a majority of the votes cast by all members entitled to vote thereon, adopted this Plan of Merger, pursuant to the Pennsylvania Entity Transaction Law, as amended from time to time (the "PA ETL").

D. The sole member and managers of the Merging Association, by a majority of the votes cast by all members entitled to vote thereon, adopted this Plan of Merger, pursuant to the Florida Revised Limited Liability Company Act.

TERMS AND CONDITIONS

In consideration of the premises and of the mutual covenants and agreements herein contained, intending to be legally bound, the Parties hereto agree and covenant as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference and made a part hereof.

2. Parties to Merger; Effect of Merger. At the Effective Time (as defined in Section 3), the Merging Association shall be merged with and into the Surviving Entity, in accordance with the terms of Subchapter C of the Pennsylvania Entity Transactions Law (the "PA ETL") and the terms and conditions of this Plan of Merger, and the separate existence of each Merging Association shall cease (such transaction being hereinafter referred to as the "Merger"). The existence of the Surviving Entity shall continue unimpaired and unaffected by the Merger.

9. **Amendment.** Subject to applicable law, this Plan of Merger may be amended, by action of the respective Boards of Managers of the Parties hereto, at any time prior to consummation of the Merger, but only by an instrument in writing signed by duly authorized officers on behalf of the Parties hereto.

10. **Transfer of Assets and Liabilities.** At the Effective Time, the rights, privileges, powers, and franchises, both of a public as well as of a private nature, of each of the Merging Association shall be vested in and possessed by the Surviving Entity, subject to all the disabilities, duties, and restrictions of or upon each of the Merging Association. All the rights, privileges, powers, and franchises of each of the Merging Association, and all property, real, personal, and mixed, and all debts due to each of the Merging Association on whatever account, as well for all things in action or belonging to each of the Merging Association shall be transferred to and vested in the Surviving Corporation. All property, rights, privileges, powers, and franchises, and all and every other interest, shall be thereafter the property of the Surviving Entity as much as they were of the Merging Association, and the title to any real estate vested by deed or otherwise in any of the Merging Association shall not revert or be in any way impaired by reason of the Merger. However, all rights of creditors and all liens upon any property of any of the Merging Association shall be preserved unimpaired, and all debts, liabilities, and duties of each of the Merging Association shall attach to the Surviving Entity, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

11. **Further Assurances.** Each of the Merging Association shall at any time, or from time to time, as and when requested by the Surviving Entity, or its successors and assigns, execute and deliver, or cause to be executed and delivered, in the name of each such Merging Association by its last acting officers, or by the corresponding officers of the Surviving Entity, all such conveyances, assignments, transfers, deeds, or other instruments, and shall take or cause to be taken such further action as the Surviving Entity, or its successors and assigns, may deem necessary or desirable in order to evidence the transfer, vesting, or devolution of any property, right, privilege, or franchise or to vest or perfect in or confirm to the Surviving Entity, its successors and assigns, title to and possession of all of the property, rights, privileges, powers immunities, franchises, and interests of each Merging Association, and otherwise to carry out the intent and purposes of this Plan of Merger.

12. **Interpretation.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan of Merger. Words used in this Plan of Merger, regardless of gender or number specifically used, shall be deemed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context may require.

13. **Counterparts.** For the convenience of the Parties hereto, this Plan of Merger may be executed in several counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

14. **Governing Law.** This Plan of Merger shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws principles thereof.

15. **Merging Association' Acknowledgement.** Each Merging Association acknowledges that such Merging Association has had the opportunity to review this Plan of Merger and to consult with an attorney and other advisors of such Merging Association's choosing prior to execution of this Plan of

IN WITNESS WHEREOF, each of the Parties has caused this Plan of Merger to be executed in its name by its duly authorized officer all as of the day and year first written above.

SURVIVING ENTITY:
GATEWAY RISK SERVICES, LLC

By: 
Dr. Lewis Sharps, President

MERGING ASSOCIATION:
ANDREWS OUTSOURCE SOLUTIONS, LLC

By: 
Dr. Lewis Sharps, President