

L14000061160

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

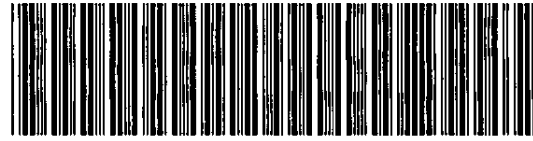
(Business Entity Name)

(Document Number)

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14 JUN 26 PM 1:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

Murphy
JUL 03 2015
J. LEMIEUX

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: LMR CONSULTING 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:

LAWRENCE M. ROCHA

Contact Person

LMR CONSULTING SERVICES, LLC

Firm/Company

1873 WOODBINE COURT

Address

MARCO ISLAND, FL 34145

City, State and Zip Code

larry_rocha@yahoo.com

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

For further information concerning this matter, please call:

Tracy Tormey, Esq. at (**714**) **293-5932**

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 17, 2014

LAWRENCE M ROCHA
1873 WOODBINE CT
MARCO ISLAND, FL 34145

SUBJECT: LMR CONSULTING SERVICES, LLC
Ref. Number: L14000061160

We have received your document for LMR CONSULTING SERVICES, LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please have Lawrence M. Rocha sign the merger.

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.

Tracy L Lemieux
Regulatory Specialist II

Letter Number: 114A00013121

RECEIVED

14 JUN 26 PM 12:36

REGISTRATION
DIVISION OF CORPORATIONS
#14000061160

**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>
LMR Consulting, LLC	California	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>
LMR Consulting Services, 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).

APPROVED
AND
FILED
14 JUN 26 PM 1:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
LMR Consulting, LLC		Lawrence M. Rocha
LMR Consulting Services, LLC		Lawrence M. Rocha
_____	_____	_____
_____	_____	_____

- 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

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	Certified Copy (optional):	\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is entered into by and between LMR CONSULTING SERVICES, LLC, a Florida limited liability company (“**LMR Florida**”), and LMR CONSULTING, LLC, a California limited liability company (“**LMR California**”), as of May 6, 2014.

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

1. The Merger.

1.1 Surviving Entity. Upon the time of filing (the “**Effective Time**”) of Articles of Merger with the Secretary of State of the State of Florida and the contemporaneous filing of a Certificate of Merger with the Secretary of State of the State of California (with the Florida filing deemed the Effective Time if the actual filing dates differ):

- (a) LMR California shall be merged with and into LMR Florida (the “**Merger**”) in accordance with section 605.1025, Florida Statutes of the State of Florida and California Corporations Code section 17710.14 of the State of California,
- (b) LMR Florida shall be the surviving company of the Merger (hereinafter sometimes called the “**Surviving LLC**”),
- (c) the identity, existence, rights, privileges, powers, franchises, properties and assets of LMR Florida shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving LLC, and
- (d) the identity and separate existence of the LMR California shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the LMR California shall be vested in the Surviving LLC.

1.2 Operating Agreement, Members, Manager and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement of LMR Florida shall be the Operating Agreement of the Surviving LLC, and any officers of the LMR Florida in office immediately prior to the Effective Time shall become the officers of the Surviving LLC as of the Effective Time.

1.3 Membership Interest Conversion. At the Effective Time each unit of membership interest in the LMR California outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of LMR California or LMR Florida, be exchanged for an equal number of units of membership interests in the Surviving LLC; and any units of membership interests in LMR Florida outstanding prior to the Merger shall remain outstanding units of membership interests in the Surviving LLC following the Merger.

2. General.

2.1 Condition to the Merger. The Merger shall have been duly authorized by both LMR Florida and LMR California prior to the filing of the Articles of Merger with the Secretary of State of the State of Florida effecting the Merger.

2.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the consent of either the members of LMR Florida or the members of LMR California. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, managers or members shall have any liability hereunder.

2.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

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

LMR FLORIDA:

LMR CONSULTING SERVICES, LLC
a Florida limited liability company

By: 

Lawrence M. Rocha, Sole Member

LMR CALIFORNIA:

LMR CONSULTING, LLC
a California limited liability company

By: 

Lawrence M. Rocha, Sole Member