

L600000001039

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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RECEIVED
JAN 11 2010

2010 JAN 19 PM 3:11

FILED

T. CLINE

JAN 20 2010

EXAMINER



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 12, 2010

RAYMOND MARIN, CPA
HIXSON, MARIN, DESANCTIS & COMPANY
1557 N.E. 164TH STREET, SUITE 201
NORTH MIAMI BEACH, FL 33162

SUBJECT: TGR INVESTMENTS, L.L.C.
Ref. Number: L00000001039

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

Chapter 608, Florida Statutes, does not allow limited liability companies to issue shares or stock. Consequently, limited liability company documents cannot contain any references/terms which may implicate otherwise. Please delete any references to terms such as "shares," "stock," "stockholders," "shareholders" or the like from your document.

Limited Liability Companies are not corporations. Limited Liability Companies are unique business entities with special characteristics and attributes formed under Chapter 608, Florida Statutes. Corporations, on the other hand, are formed under Chapter 607, Florida Statutes, and possess other distinctive traits and characteristics. Consequently, limited liability company documents cannot contain any references/terms which may implicate the entity is a corporation. Please delete any references to the term "corporation" or the like from your document.

We are enclosing the proper form(s) with instructions for your convenience.

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) 245-6020.

Tammi Cline
Regulatory Specialist II

Letter Number: 510A00000901

HIXSON, MARIN, DE SANCTIS & COMPANY, P.A. CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS
DAVID L. HIXSON, C.P.A. • RAYMOND F. MARIN, C.P.A. • PETER V. DeSANCTIS, C.P.A.

1557 NE 164TH STREET
HANFORD BOULEVARD, SUITE 201
NORTH MIAMI BEACH, FL 33162
TEL: (305) 944-7001 / (954) 920-1311
FAX: (305) 944-6637

GARDENS CORPORATE CENTER
3801 PGA BOULEVARD, SUITE 806
PALM BEACH GARDENS, FL 33410
TEL: (561) 624-5700
FAX: (561) 624-5702

RESPOND TO: ☒

RESPOND TO: ☐

January 8, 2010

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Merger of TGR Investments, LLC and
Soulgi Investments, LLC.

To: Amendment Section
Division of Corporations

Subject: TGR Investments, LLC (surviving entity)

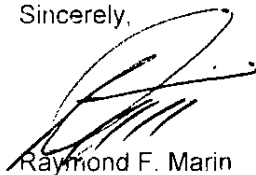
The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to:

Raymond Marin, CPA
Hixson, Marin, DeSanctis & Company, P.A.
1557 N.E. 164th Street
Suite 201
North Miami Beach, FL 33162
raymondm@hmdcpa.com

For further information concerning this matter, please call Raymond Marin at 305-944-7001, extension 206.

Sincerely,



Raymond F. Marin

C: TGR Investments, LLC & Soulgi Investments, LLC
(with enclosures)

RECEIVED
DIVISION OF CORPORATIONS
JAN 19 2010
11 08 AM

600-1039
600-2902

ARTICLES OF MERGER OF
TGR INVESTMENTS, LLC AND SOULGI INVESTMENTS, LLC
PURSUANT TO SECTION 608.4381-608.4384 OF
THE FLORIDA BUSINESS ORGANIZATIONS

1. The undersigned limited liability *companies*, TGR Investments, LLC and Soulgi Investments LLC, being validly and legally formed under the laws of the State of Florida, have adopted a plan of Merger.
2. A copy of the Agreement and Plan of Merger is attached as Exhibit "A" to these Articles of Merger and incorporated herein by reference.
3. The effective date of the Merger is the date these Articles of Merger are filed with the Secretary of State.
4. The Agreement and Plan of Merger of the undersigned *company* was adopted pursuant to Sections 608.4381- 608.4384 of the Florida Statutes.
5. The Agreement and Plan of Merger was adopted by the *members* and the Board of Directors of each LLC on December 28, 2009.
6. The Articles of *Organization* of the surviving limited liability *company* are not amended.
7. The name of the surviving *company* is TGR Investments LLC.

DATED: As of 12/29, 2009

By: [Signature]
Attest: [Signature]

STATE OF FLORIDA)

COUNTY OF Miami Dade)

by: [Signature]
Attest: [Signature]

2010 JAN 19 PM 3:12
SECRETARY OF STATE
FILED AS RECEIVED

The foregoing instrument was acknowledged before me as of the 29 day of December, 2009, by E. Sautaguirre, Member of TGR Investments, LLC, a Florida Limited Liability Company, on behalf of the LLC. He is personally known to me or had produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Rossanne Gross
Commission #DD831897
Expires: OCT. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public

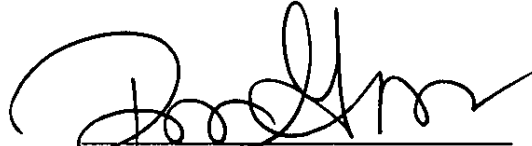
My Commission expires:

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me as of the 29 day of December, 2009, by E. SOULIQUINE, Senior Member of Soulgi Investments, LLC, a Florida Limited Liability Company on behalf of the LLC. He is personally known to me or had produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Rossanne Gross
Commission #DD831897
Expires: OCT. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.



Notary Public

My Commission expires:

FILED
2010 JUN 19 PM 3:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of December 28, 2009, by and between TGR Investments, LLC, a Florida Limited Liability *Company* (hereinafter sometimes called the "Surviving LLC"), and Soulgi Investments, LLC, a Florida Limited Liability *Company* (hereinafter sometimes called the "Absorbed LLC").

WITNESSETH:

WHEREAS, TGR Investments, LLC is a limited liability *company* organized and existing under the laws of the State of Florida with its principal office at 3469 N.E. 169th Street, North Miami Beach, Florida 33160.

WHEREAS, TGR Investments, LLC has a capitalization of 900 membership units of One Dollar (\$1.00) value for each unit, of which 900 units are issued and outstanding.

WHEREAS, Soulgi Investments, LLC is a limited liability *company* organized and existing under the laws of the State of Florida with its principal office at 3469 N.E. 169th Street, North Miami Beach, Florida 33160.

WHEREAS, Soulgi Investments, LLC has a capitalization of 500 membership units of One Dollar (\$1.00) value for each unit, of which 500 units are issued and outstanding.

WHEREAS, the Board of Directors of the Constituent Limited Liability *Companies* deem it desirable and in the best business interest of the LLC's and their members that Soulgi Investments, LLC be merged with and into TGR Investments, LLC pursuant to the provisions of Section 608.4381 et seq. of the Florida Business Organizations Act in order that the transaction qualify as a "Reorganization" within the meaning of Section 368 (a) (1) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent limited liability *companies* agree as follows:

1. Merger. Soulgi Investments, LLC shall merge with and into TGR Investments, LLC which shall be the Surviving Limited Liability *Company*.

2. Terms and Conditions. On the Effective Date (as hereinafter defined), The separate existence of the Absorbed Limited Liability *Company* shall cease, and the Surviving Limited Liability *Company* shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal, and mixed (including without limitation, accounts receivable and work in progress of the Absorbed Limited Liability *Company*), without the necessity for any separate instruments of transfer or conveyance. Except as hereinafter provided, the Surviving Limited Liability *Company* shall thereafter be responsible and liable for the liabilities and obligations of the Absorbed Limited Liability *Company*, and neither the rights of the creditors nor any liens on the property of the Absorbed Limited Liability *Company* shall be impaired by the Merger.

3. Liabilities. (a) Except as hereafter provided in paragraph 3(d), each of the parties shall be responsible and liable for their respective liabilities and obligations existing as of the Effective Date, as well as liabilities and obligations which are not known as of the effective date but which subsequently arise and relate to an act or omissions occurring prior to the Effective Date.

(b) The Surviving Limited Liability *Company* hereby indemnifies the Absorbed Limited Liability *Company* and its member(s), officers and directors from and holds each of them harmless against any and all claims, damages, losses, expenses, liabilities, and cost (including but not limited to, attorneys' fees and cost through appeals) which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Surviving Limited Liability *Company* or (ii) any materially inaccurate representation made by the Surviving Limited Liability *Company* under this agreement, or (iii) any breach or default in the performance by the Surviving Limited Liability *Company* of any of the Covenants to be performed by it hereunder.

(c) The Absorbed Limited Liability *Company* and its sole member(s) hereby indemnify the Surviving Limited Liability *Company* and its member(s), officers, and directors from and hold each of them harmless against any and all claims, damages, losses, expenses, liabilities and cost which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Absorbed Limited Liability *Company*, or (ii) any materially inaccurate representation made by the Absorbed Limited Liability *Company* under this agreement, or (iii) any breach or default in the performance by the Absorbed Limited Liability *Company* of any of the covenants to be performed by it hereunder. The Absorbed Limited Liability *Company* shall cause its sole member(s) to execute the limited jointer contained on the signature page of this agreement to signify his indemnification obligations set forth herein.

(d) The Surviving Limited Liability *Company* shall assume and be responsible and liable for the trade accounts payable of the Absorbed Limited Liability *Company* which have arisen in the ordinary course of business, as the same shall exist as of the Effective Date, and as reflected in the financial Statements of the Absorbed Limited Liability *Company*. The Surviving Limited Liability *Company* shall also assume and be responsible for those certain liabilities and obligations of the Absorbed Limited Liability *Company* listed on Exhibit "A" attached hereto and incorporated herein by reference ("Assumed Liabilities").

4. Representations and Warranties/Authority. Each of the parties represents and warrants to the other, which representations shall be true and correct as of the Effective Date, that:

(a) It is a limited liability *Company*, duly organized, validly existing and in good standing under the law of the State of Florida, and has all the necessary powers to own its properties and carry on its business as now owned and operated by it.

(b) It has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and this Agreement constitutes, and each document or instrument to be executed by it pursuant to the terms hereof upon its execution and delivery will have been duly executed and delivered and will constitute the valid and legally binding obligation of it enforceable in accordance with its terms.

(c) Every consent, approval, authorization, or order of any court or governmental agency or body that is required for the consummation of the transactions contemplated by this Agreement by it has been obtained or will be obtained, and will be in effect during the term of this Agreement.

(d) Neither the execution nor delivery of this agreement and any other instruments or documents to be executed and/or delivered by it in connection with this agreement nor the fulfillment of its obligations pursuant to this Agreement, will result in or constitute a violation of any provision of applicable law or of its articles of organization or bylaws, or a violation of any writ, decree or order of any court or governmental instrumentality or agency to which it is subject.

(e) None of the representations and warranties made by either party herein or in any certificate, exhibit or memorandum furnished or to be furnished by such party, to the best of such party's knowledge, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

5. Conversion of Units. The manner and basis of converting the units of the Absorbed Limited Liability *Company* into units, rights, obligations, and other securities of the Surviving Limited Liability *Company* is as follows:

(a) The fair value of the Absorbed *Company* as of the date immediately preceding the date of the adoption of this Agreement and Plan of Merger, is \$1.00, as reflected on the financial statements of the Absorbed Limited Liability *Company* (deficit), dates as of December 31, 2009. The fair value of the Surviving Limited Liability *Company* is \$1.00 (deficit).

(b) Based on the foregoing, no units of the Surviving Limited Liability *Company* units will be issued to member(s) of the Absorbed Limited Liability *Company*. In addition, the member(s) of the Absorbed Limited Liability *Company* shall receive the sum of \$1.00 in cash for all units of the Absorbed Limited Liability *Company*'s \$1.00 value.

(c) The conversion shall be effected in the following manner. After the Effective Date, each holder of certificates for member units in the Absorbed Limited Liability *Company* shall surrender them to the Surviving Limited Liability *Company* or its duly appointed agent, in such manner as the Surviving Limited Liability *Company* shall legally require. On receipt of such unit(s) certificates, the Surviving Limited Liability *Company* shall issue payment therefore in the amount of \$1.00 for all units to the former *member* of the Absorbed Limited Liability *Company*.

6. Articles of Organization. The articles of organization of the Surviving Limited Liability *Company* shall continue to be its articles of organization following the effective date the merger.

7. Bylaws. The bylaws of the Surviving Limited Liability *Company* shall continue to be its bylaws following the effective date of the merger.

8. Directors and Officers. The directors and officers of the Surviving Limited Liability *Company* shall continue to be its bylaws following the Effective Date of the merger.

Directors

Evgueni Souliaguine

Officers

Evgueni Souliaguine

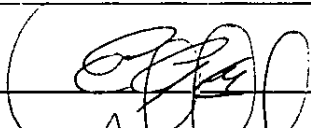

9. Execution. This plan of merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

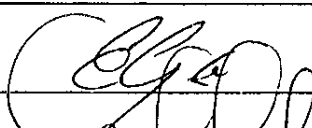

10. Approval. By Execution of this plan of merger, a majority of the member(s) of each limited liability *Company* and each member of the board of directors of each limited liability *Company* hereby signifies his approval to the merger.

11. Effective Date of Merger. The effective of this merger (the "Effective Date") shall be date when articles of merger are filed with the Florida Department of State.

12. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and expenses, court cost and all expenses even if not taxable as court cost (including, but not limited to, all attorneys' fees and expenses incident to any appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, the undersigned have duly executed this plan of merger as of the date first above written.

By: 
Attest: 

By: 
Attest: 

FILED
IN THE
CLERK'S
OFFICE
OF THE
STATE OF
FLORIDA
MAY 12
2010

Exhibit "A"

Assumed \$130,957.02 Obligations:

Loan payable, Senior Member	\$ 81,000.00
Accrued interest, senior member	49,957.02
 Total liabilities assumed by TGR	 \$130,957.02

1163
2019 JUN 13 PM 3:12
SEC. OF STATE
TALLAHASSEE, FLORIDA

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF MEMBER(S) OF TGR INVESTMENTS, LLC, A
FLORIDA LIMITED LIABILITY COMPANY, PURSUANT TO SECTION 608.406(2) OF THE FLORIDA
BUSINESS ORGANIZATIONS**

The undersigned, constituting all of the member(s) of
TGR Investments, LLC, a Florida Limited Liability Company (hereinafter called the
"TGR"), do hereby take the following actions by written consent in lieu of a
meeting:

RESOLVED AS FOLLOWS:

1. The member(s), having reviewed the Agreement and Plan of Merger
between TGR and Sougi Investments, LLC, as presented by this
Limited Liability Company's Board of Directors and finding the merger to be in the best interest of this
limited liability company, hereby approves and adopts said Agreement and Plan of Merger.
2. The directors of this TGR are hereby authorized to execute such
documents and instruments as may be necessary or convenient to effectuate the
foregoing, including, but not limited to, the execution and filing of Articles of Merger,
and to do such other acts and things as may be necessary or convenient in accordance
therewith.
3. The new Board of Directors shall cause the TGR to provide written
Notice of this action to all of TGR's member(s) pursuant to
608.4381 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned, being all of the member(s), have
Duly executed this written consent as of the date set forth below.

Dated as of 12/29, 2009



2010 JAN 19 PM 3:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS IN LIEU OF SPECIAL MEETING
PURSUANT TO SECTION 608.406(2) OF THE FLORIDA BUSINESS ORGANIZATIONS**

Soulgi Investments, LLC

The undersigned, being the sole director of the above named limited liability *company*, a
Florida limited liability *company*, (hereinafter called the "Soulgi"), does hereby take the following
actions by written consent in lieu of a meeting:

1. The board has reviewed the proposed Agreement and Plan of Merger of
even date herewith by and among the Limited Liability *Company* and TGR, a
Florida limited liability *company*, and finding it to be in the best interest of this Soulgi, hereby recommends
and approves said Agreement and Plan of Merger.

2. Soulgi shall present but not recommend (due to conflict of interest) the
proposed Agreement and Plan of Merger to the member(s) for approval.

3. The officers and/or directors of Soulgi are hereby authorized to execute and
deliver such documents and instruments as may be necessary or convenient to effectuate the foregoing,
and to do such other acts and things as may be necessary or convenient in accordance therewith.

IN WITNESS WHEREOF, the undersigned, being the sole director of
Soulgi, has duly executed this written consent as of the date set forth
below.

Dated as of 12/29/, 2009.



2010 JAN 19 PM 3:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TGR Investments, LLC
3469 N.E. 169 Street
North Miami Beach, FL 33160

PRESENTATION OF AGREEMENT AND PLAN OF MERGER
DATED AS OF JANUARY 1, 2010


To: Member(s) of TGR Investments, LLC

Name & Address of member(s):
Evueni Souliaguine
3469 NE 169 Street
North Miami Beach, FL 33160

Rodion Sokrovichtchouk
3469 NE 169 Street
North Miami Beach, FL 33160

Dear Member(s):

Attached is an Agreement and Plan of Merger which has approved by the Board of Directors of TGR Investments, LLC.

By: 

FILED
210 JAN 19 PM 3:12
SECRETARY OF STATE
FLORIDA

Soulgi Investments, LLC
3469 N.E. 169 Street
North Miami Beach, FL 33160

PRESENTATION OF AGREEMENT AND PLAN OF MERGER
DATED AS OF JANUARY 1, 2010


To: Member(s) of Soulgi Investments, LLC

Name & Address of member(s):
Evueni Souliaguine
3469 NE 169 Street
North Miami Beach, FL 33160

Rodion Sokrovichtchouk
3469 NE 169 Street
North Miami Beach, FL 33160

Dear Member(s):

Attached is an Agreement and Plan of Merger which has approved by the Board of Directors of Soulgi Investments, LLC

By: 

2010 JAN 19 PM 5:12
SECRETARY OF RECORD
MILWAUKEE, WISCONSIN

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING PURSUANT TO SECTION 608.4381 OF
THE FLORIDA BUSINESS ORGANIZATIONS**

TGR Investments, LLC

The undersigned, being the sole member director of the above named limited liability company a Florida limited liability company (hereinafter called the "TGR"), does hereby take the following actions by written consent in lieu of a meeting:

1. The Board has reviewed the proposed Agreement and Plan of Merger of even date herewith by and among the TGR and Soulgi Investments, LLC, a Florida limited liability company, and finding it to be in the best interest of this TGR, hereby recommends and approves said Agreement and Plan of Merger
2. TGR shall present but not recommended (due to conflict of interest) the proposed Agreement and Plan of Merger to the member(s) for their approval.
3. The officers and/or directors of TGR are hereby authorized to execute and deliver such documents and instruments as may be necessary or convenient to effectuate the foregoing, and to do such other acts and things as may be necessary or convenient in accordance therewith.

IN WITNESS WHEREOF, the undersigned, being the sole member director of TGR, has duly executed this written consent as of the date set forth below.

Dated as of 12/29, 2009



2010 JAN 19 PM 3:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF *MEMBERS* OF
SOULGI INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY *COMPANY*, PURSUANT TO SECTION
608.4381 OF THE FLORIDA BUSINESS ORGANIZATIONS

Soulgi Investments, LLC

The undersigned, Evueni Souliaguine, the managing member director of
Soulgi Investments, LLC, a Florida limited liability *company* (hereinafter called the "Soulgi"), does hereby
take the following actions by written consent in lieu of a meeting:

RESOLVED AS FOLLOWS:

1. The member(s), having reviewed the Agreement and Plan of Merger between this
Soulgi and TGR, as presented by this TGR's Board, and finding the merger to be in the best of interest of
Soulgi, hereby approves and adopts said Agreement and Plan of Merger.
2. The member(s) of Soulgi are hereby authorized to execute such documents and
instruments as may be necessary or convenient to effectuate the foregoing, including, but not limited
to, the execution and filing of Articles of Merger, and to do such other acts and things as may be
necessary or convenient in accordance therewith.
3. The new Board shall cause TGR to provide written notice of this
action to all of the member (s) pursuant to 608.4381 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned, being the sole *member* of the *Company*
has duly executed this written consent as of the date set forth below.

Dated as of *1/19*, 2009

Evueni Souliaguine

2009 JAN 19 PM 3:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA