

L030000077309

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

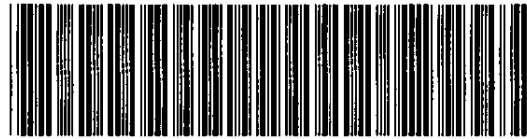
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SEP 10 2012

EXAMINER



300238581263

08/21/12--01018--009 \*\*25.00

09/10/12--01002--006 \*\*25.00

EFFECTIVE DATE

9/1/2012

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 AUG 21 PM 2:57



Professional Corporation  
One American Square, Suite 2000  
Box 82064, Indianapolis, IN 46282  
www.hallrender.com

**COLLEEN M. POWERS**  
E-Mail: cpowers@hallrender.com  
Direct Dial: (317) 977-1471  
Fax: (317) 633-4878

August 16, 2012

**VIA CERTIFIED MAIL #7011 1570 0000 0461 6265**

Registration Section  
Division of Corporations  
PO Box 6327  
Tallahassee, FL32314

FILED  
SECRETARY OF CORPORATION  
DIVISION OF CORPORATIONS  
12 AUG 21 PM 2:50  
EFFECTIVE DATE 9/1/2012

RE: Certificate of Merger, Diasio Car Company, LLC

Dear Sir/Madam,

Please find enclosed the Certificate of Merger for Diasio Car Company, LLC and a copy of the Agreement and Plan of Merger. I have included a check for \$25.00 and a self-addressed envelope for return of the file-stamped copy.

If you have any questions or comments please contact me at the number above or Michael Greer at (317) 977-1493.

Thanks,

HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C.

Colleen Powers

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Diasio Car Company, 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:

Colleen M. Powers

Contact Person

Hall Render Killian Heath & Lyman, P.C.

Firm/Company

One American Square, Suite 2000

Address

Indianapolis, IN 46282

City, State and Zip Code

cpowers@hallrender.com

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

EFFECTIVE DATE 9/1/2012

For further information concerning this matter, please call:

Michael Greer

Name of Contact Person

at ( 317 )

977-1493

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

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

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 AUG 21 PM 2:57

**Certificate of Merger  
For  
Florida Limited Liability Company**

FILED  
SECRETARY OF STATE  
DIVISION  
12 MAR 21 PM 2:57

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Diasio Car Company, LLC	Florida	Limited liability company
Diasio Car Company LLC	Indiana	Limited liability company

**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>
Diasio Car Company LLC	Indiana	Limited liability company

**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:

September 1, 2012

**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:

Christopher S. Diasio

6619 Regents Park Drive

Zionsville, IN 46077

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: P.O. Box 328

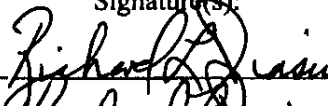
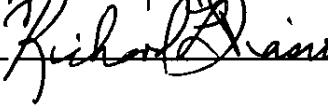
Whitestown, IN 46075

Mailing address: 6619 Regents Park Drive

Zionsville, IN 46077

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Diasio Car Company, LLC		RICHARD L DIASIO
Diasio Car Company LLC		RICHARD L DIASIO

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 a member or authorized representative

<b><u>Fees:</u></b> 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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** ("Agreement"), is entered into the \_\_\_\_\_ day of August, 2012, by and between Diasio Car Company, LLC, a Florida limited liability company (hereinafter "Merging Company"), and Diasio Car Company LLC, an Indiana limited liability company (hereinafter "Surviving Company").

**WHEREAS**, Merging Company is a limited liability company organized and existing under the laws of the State of Florida, having been organized on October 1, 2003, which has one Member as of the date hereof.

**WHEREAS**, Surviving Company is a limited liability company organized and existing under the laws of the State of Indiana, having been organized on August 7, 2012, which has one Member.

**WHEREAS**, the Board of Managers of Merging Company, the Member of Merging Company and the Member of Surviving Company deem it desirable and in the best interest of the companies, that Merging Company be merged into Surviving Company under and pursuant to the laws of the State of Indiana, and in a manner that is compliant with the laws of the State of Florida.

**NOW THEREFORE**, in mutual consideration of the promises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. **Merger.** As soon as all the following events shall have happened, Merging Company shall merge into Surviving Company which shall survive the merger and continue to be an Indiana limited liability company, and the separate existence of Merging Company shall cease:

(a) This Agreement shall have been adopted and approved by the Board of Merging Company and by the Member of Merging Company, in accordance with the requirements of the laws of the State of Indiana and the State of Florida;

(b) This Agreement shall have been adopted and approved by the Member of Surviving Company, in accordance with the requirements of the laws of the State of Indiana and the State of Florida;

(c) This Agreement, so adopted and certified, shall have been signed, acknowledged, and filed; and

(d) The Articles of Merger, in the form required by the State of Indiana and the State of Florida, shall have been made, signed, sworn to, certified, endorsed, and filed. Thereupon Merging Company shall be deemed, at the later of (i) the time and date of filing the Articles of Merger, or (ii) 11:59 P.M. Eastern Time on the 1st day of September, 2012, to have merged with and into Surviving Company, which shall survive the merger and which shall have the name provided in Paragraph 2 hereof.

The date and time when the Merging Company shall merge into and become an integral part of the Surviving Company is hereinafter referred to as "the effective date of the merger."

2. *Name and Purposes of Surviving Company.* The name of the Surviving Company shall be Diasio Car Company LLC. The purposes for which the Surviving Company is formed and the nature of the business to be transacted are set forth in the Articles of Organization and Operating Agreement of Diasio Car Company LLC.

3. *Articles of Organization and Operating Agreement.* On the effective date of the merger, the Articles of Organization and the Operating Agreement of Surviving Company, existing as of the effective date of the merger, shall continue as such in full force and effect governing both the Surviving Company and the Merging Company until further altered, amended, or repealed as provided by law.

4. *Same Member.* The Merging Company and the Surviving Company are currently owned by the same Member, Putnam Park Corporation. As of the effective date of the merger, Surviving Company will be owned entirely by Putnam Park Corporation. All of Putnam Park Corporation's Units in Merging Company will expire, and Putnam Park Corporation shall continue to own 100% of the Units in Surviving Coporation.

5. *Governance.* The Merging Company shall be subject solely to governance by the Member of the Surviving Company in accordance with the Operating Agreement of the Surviving Company.

6. *Attributes and Liabilities of Surviving Company.* Upon the effective date of the merger, the Surviving Company shall possess all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of the Surviving Company and of the Merging Company, and all property, real, personal and mixed, and all debts due on whatever account, and all and every other interest, of or belonging to the Merging Company or the Surviving Company shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; and the title to any real estate or interest therein vested by deed or otherwise in the Merging Company or the Surviving Company shall not revert or be in any way impaired by reason of such merger, but shall vest in the Surviving Company. At such time, the Surviving Company shall also thereupon and thenceforth be responsible and liable for all of the liabilities and obligations of the Merging Company and the Surviving Company, in the same manner and to the same extent as if the Surviving Company had itself incurred the same or contracted therefor; and any claim existing or action or proceeding pending by or against the Merging Company or the Surviving Company may be prosecuted to judgment as if such merger had not taken place, or the Surviving Company may be substituted for such Merging Company. Neither the right of creditors nor any liens upon the property of the Merging Company or the Surviving Company shall be impaired by such merger, but such liens shall be limited to the property upon which there were liens prior to the effective date of the merger except as otherwise expressly provided in the instrument creating such liens.

7. *Further Instruments.* From time to time, as and when requested by the Surviving Company or, by its successors or assigns, the Merging Company will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause



to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all its property rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Agreement.

8. Principal Offices. The location of the principal office of the Surviving Company shall be P.O. Box 328, Whitestown, Indiana 46075.

9. Representation and Warranty of Authority and Consent of Affected Parties. Surviving Company and Merging Company represent and warrant that the execution and delivery of this Agreement and of the Articles of Merger and the consummation of the transactions provided for in them do not violate any provisions in any material respect contained in any agreement entered into by Surviving Company and Merging Company.

10. Right of Amendment. The Surviving Company hereby reserves the right to amend, alter, change, or repeal any provision contained in its Articles of Organization or Operating Agreement, as from time to time amended, and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such Articles, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Articles of Organization, or Operating Agreement, as from time to time amended, or herein, upon any member, officer, or any other person are subject to this reservation.

**IN WITNESS WHEREOF,** Diasio Car Company, LLC and Diasio Car Company LLC have caused this Agreement to be signed in their corporate names by their respective officers, all as of the day and year first above written.

DIASIO CAR COMPANY, LLC

By:

Richard L Diasio

Printed:

RICHARD L DIASIO

Its:

MANAGING MEMBER

DIASIO CAR COMPANY, LLC

By:

Richard L Diasio

Printed:

RICHARD L DIASIO

Its:

MANAGING MEMBER