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DIVISION OF CORPORATION

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Handwritten signature*

**CORPORATE  
ACCESS,  
INC.**

236 East 6th Avenue Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 Fax (850) 222-1666

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*Meget*

1.) *CONA USA, Inc.*  
(CORPORATE NAME & DOCUMENT #)

2.)  
(CORPORATE NAME & DOCUMENT #)

3.)  
(CORPORATE NAME & DOCUMENT #)

4.)  
(CORPORATE NAME & DOCUMENT #)

5.)  
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

FILED  
04 JUL 12 PM 12:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
CONA USA, INC.  
WITH AND INTO  
CONA USA, LLC**

The following **ARTICLES OF MERGER** by and between **CONA USA, INC.**, a Florida corporation, and **CONA USA, LLC**, a Florida limited liability company, are being submitted in accordance with Sections 607.1109 and 608.4382, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type of the entity being merged is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
CONA USA, Inc. 100 W. Livingston Street Orlando, FL 32801 Florida Document No: P03000010525	Florida  FEI: 81-0593386	corporation

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
CONA USA, LLC 100 W. Livingston Street Florida Document No: L04060048939	Florida  FEI:	limited liability company

**THIRD:** The Agreement and Plan of Merger dated June 30, 2004 ("Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, meets the requirements of Sections 607.1108 and 608.438, Florida Statutes.

**FOURTH:** The Plan of Merger was unanimously approved and adopted by the shareholders of the CONA USA, Inc., the merging corporation, on June 30, 2004, by Written Consent to Action of Shareholders.

**FIFTH:** The Plan of Merger was unanimously approved and adopted by the members of CONA USA, LLC, the surviving limited liability company, on June 30, 2004, by Written Consent to Action of Members.

**SIXTH:** The merger is permitted under the laws of the State of Florida and is not prohibited by any agreement of any party to the merger.

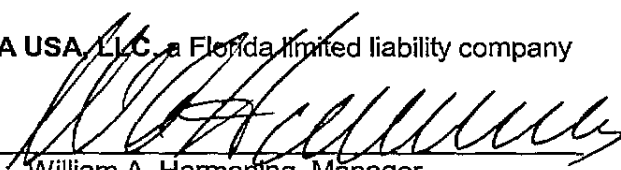
**SEVENTH:** Pursuant to and in compliance with s. 607.1105(1)(b) and s. 608.4382(f) of the Act, the date and time of the effectiveness of the merger shall be on date of filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an authorized person this 30 day of June, 2004.

"LLC"

CONA USA, LLC, a Florida limited liability company

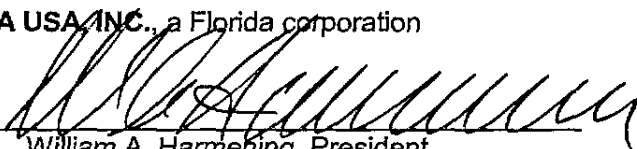
By: \_\_\_\_\_

  
William A. Harmering, Manager

"Corporation"

CONA USA, INC., a Florida corporation

By: \_\_\_\_\_

  
William A. Harmering, President

**Exhibit A**

**AGREEMENT AND PLAN OF MERGER OF  
CONA USA, INC.  
INTO  
CONA USA, LLC**

**THIS AGREEMENT AND PLAN OF MERGER**, dated this 30<sup>th</sup> day of June, 2004, made by and among **CONA USA, INC.**, a Florida corporation (the "Corporation") and **CONA USA, LLC**, a Florida limited liability company (the "LLC").

**WITNESSETH:**

**WHEREAS**, The Corporation desires to merge with and into the LLC, with the LLC being the surviving entity (the "Merger"), upon the terms, and subject to the conditions herein, set forth in this Plan of Merger (the "Plan") and in accordance with §607.1108 of the Florida Business Corporation Act (the "Act"); and

**WHEREAS**, the Manager of the LLC has determined that it is advisable that the Corporation be merged into the LLC, on the terms and conditions set forth, in this Plan of Merger, and in accordance with §608.438 of the Act.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

**ARTICLE I**

**EFFECTIVE DATE; MERGER; ADOPTION AND APPROVAL**

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Department of State of Florida.

2. On the Effective Date, the Corporation shall be merged with and into the LLC. The separate existence of the Corporation shall cease at the Effective Date and the existence of the LLC shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of limited liability companies organized under the law of the State of Florida.

3. The Plan of Merger has been approved and adopted by the Board of Directors of the Corporation in accordance with the applicable provisions of Sections 607.1109 and consented to by the Shareholders on June 30, 2004. The shareholders have waived notice of the merger by their signatures below.

4. The Plan of Merger has been approved and adopted by the Manager of the LLC in accordance with Section 608.4382 of the Act. The Members have consented to the merger on June 30, 2004 and waived notice thereof by their signatures below.

**ARTICLE II**

**EFFECTS OF THE MERGER**

At and after the merger, the surviving LLC shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the merging Corporation; any and all property, real, personal and mixed, and any and all debts due of the merged Corporation on

whatever account, and all other choses in action, and all and every other interest of the merged corporation shall be taken and transferred to and vested in the surviving LLC without further act or deed; and the title to any real estate, or any interest therein, vested in the merging Corporation shall not prevent or be in any way impaired by reason of the merger, all as more particularly set forth in and pursuant to §607.11101 of the Act.

### **ARTICLE III**

#### **TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES**

The manner and basis of converting shares of Corporation's common stock into shares of the LLC membership units shall be as follows:

Membership units of the LLC shall be issued in an amount equal to the percentage ownership of common stock of the Corporation held of record without any action of the holder thereof. Each common stock certificate representing shares of common stock of said merged Corporation shall be canceled of record and exchanged for a membership unit certificate representing issued membership units of the surviving LLC.

As soon as possible after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the shareholders of Corporation.

### **ARTICLE IV**

#### **DISSENTERS' RIGHTS**

Shareholders of the Corporation who would be entitled to vote on the Merger and who wish to dissent thereto, are entitled, if the shareholder complies with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's shares.

### **ARTICLE V**

#### **ASSIGNMENT**

If at any time the LLC shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in the LLC the title to any property or rights of the Corporation, or to otherwise carry out the provisions hereof, the proper officers and directors of Corporation as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or conform title to such property or rights in the LLC, and the Manager, officers and directors of the LLC are fully authorized in the name and on behalf of the Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

### **ARTICLE VI**

#### **EXPENSES**

The LLC shall pay all expenses of accomplishing the Merger.

#### ARTICLE VII

#### ARTICLES OF ORGANIZATION

The Articles of Organization of the LLC, as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Articles of Organization of the LLC surviving this merger without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Manager, directors and officers of the LLC surviving this merger shall be the same upon the merger as they are for said limited liability company immediately prior thereto. The Operating Agreement of the surviving LLC as in effect at the time of merger, shall continue to be the Operating Agreement of the LLC, as the surviving limited liability company, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

#### ARTICLE VIII

#### MANAGEMENT

Management of the LLC is vested in its Manager and the name and address of the Manager are as set forth below.

William A. Harmening II  
100 W. Livingston Street  
Orlando, FL 32801

#### ARTICLE IX

#### AMENDMENT

At any time before the filing with the Florida Department of State of Florida of the Articles of Merger to be filed in connection herewith, the Manager of the LLC may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.

#### ARTICLE X

#### TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Manager of the LLC, this Plan may be terminated at any time before the Effective Date by resolution of the Manager of the LLC. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of the LLC or the Corporation, or their directors, officers, employees, agents, or shareholders.

*[Signatures follow.]*

IN WITNESS WHEREOF, the parties have set their hands this 30<sup>th</sup> day of June, 2004.

"LLC"

CONA USA, LLC, a Florida limited liability company

By: 

William A. Harmening, Manager-Member

"Corporation"

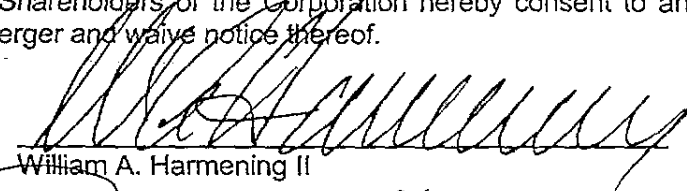
CONA USA, INC., a Florida corporation

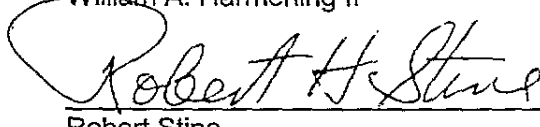
By: 

William A. Harmening, President

**CONSENT AND WAIVER OF NOTICE OF SHAREHOLDERS**

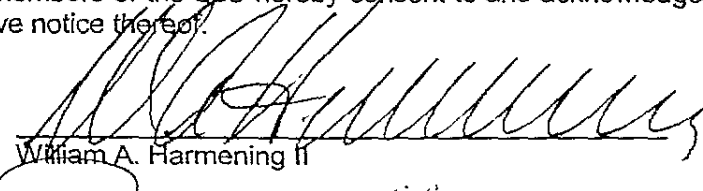
The undersigned individual Shareholders of the Corporation hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

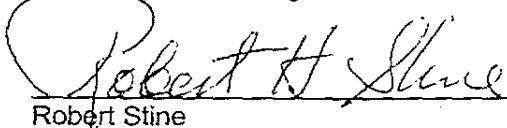
  
William A. Harmening II

  
Robert Stine

**CONSENT AND WAIVER OF NOTICE OF MEMBERS**

The undersigned individual members of the LLC hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

  
William A. Harmening II

  
Robert Stine