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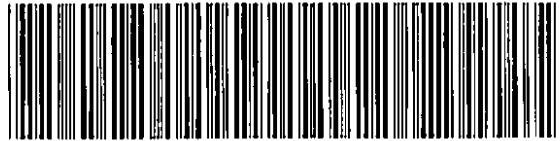
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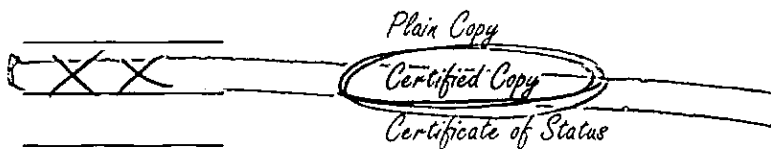
DATE 12/14/2018

****WALK IN****

ENTITY NAME WORKFORCELOGIC LLC/ APC WORKFORCE SOLUTIONS II, LLC

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****



****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

_____ Certified Copy of Arts & Amendments

_____ Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED 80 -

CHECK # 5549

Please call Tina at the above number for any issues or concerns. Thank you so much!

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2018 DEC 14 PM 1:09

SECRETARY OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA
ARTICLES OF MERGER
OF

WORKFORCELOGIC, LLC
(a Delaware limited liability company)

INTO

APC WORKFORCE SOLUTIONS II, LLC
(a Florida limited liability company)

Pursuant to Section 605.1021 of the Florida Revised Limited Liability Company Act ("FRLCA"), APC WORKFORCE SOLUTIONS II, LLC, a Florida limited liability company ("APC"), and WORKFORCELOGIC, LLC, a Delaware limited liability company ("WorkforceLogic"), adopt the following Articles of Merger. The name of the surviving limited liability company, upon the Effective Date (as defined below), will be APC WORKFORCE SOLUTIONS II, LLC.

ADOPTION OF PLAN

Effective December 12, 2018, the sole member of APC and the sole member of WorkforceLogic, respectively, approved and adopted the Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit "A" (the "Plan of Merger"). The Plan of Merger satisfies all of the requirements of the FRLCA and has been approved by APC in accordance with the applicable provisions of the FRLCA and by WorkforceLogic in accordance with the applicable provisions of Delaware law. APC has agreed to pay to any member of any limited liability company with appraisal rights as a result of the merger the amount to which such member is entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the FRLCA.

EFFECTIVE DATE

The merger of WorkforceLogic with and into APC will become effective on December 31, 2018 (the "Effective Date").

SURVIVING LIMITED LIABILITY COMPANY

WorkforceLogic shall merge with and into APC with APC as the surviving limited liability company. There are no changes to the public organic record of APC.

IN WITNESS WHEREOF, each of the parties has caused these Articles of Merger to be executed on its behalf by its duly authorized officers, as of the day and year first written above.

APC:

APC WORKFORCE SOLUTIONS II, LLC

By: 

Doug Goin, Chief Administrative Officer

WORKFORCELOGIC:

WORKFORCELOGIC, LLC

By: 

Doug Goin, Chief Administrative Officer

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of December 12, 2018 by and between **APC WORKFORCE SOLUTIONS II, LLC**, a Florida limited liability company ("APC"), and **WORKFORCELOGIC, LLC**, a Delaware limited liability company ("WorkforceLogic").

Pursuant to Section 605.1021 of the Florida Revised Limited Liability Company Act (the "FRLCA"), the parties hereby agree that WorkforceLogic shall merge with and into APC (the "Merger") according to the terms set forth below:

FIRST: APC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

SECOND: WorkforceLogic is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

THIRD: APC Workforce Solutions, LLC ("Parent") is the sole member of APC and WorkforceLogic holding one hundred percent (100%) of the membership interests of each of APC and WorkforceLogic.

FOURTH: The name of the surviving entity is APC Workforce Solutions II, LLC (as such, the "Surviving Entity"). The name of the disappearing limited liability company is WorkforceLogic, LLC (the "Disappearing Entity").

FIFTH: The Merger shall be effective as of December 31, 2018, under the applicable provisions of the FRLCA subject to the filing of the Articles of Merger with the Florida Department of State (the "Effective Date"). Upon the Merger, the limited liability existence of the Disappearing Entity with all of its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and the limited liability company identity and existence of the Disappearing Entity with all of its purposes, powers and objects, shall be merged with and into APC Workforce Solutions II, LLC, as the Surviving Entity. The separate existence and limited liability organization of the Disappearing Entity shall cease as of the Effective Date.

SIXTH: As of the Effective Date, (A) the issued and outstanding membership interests of the Disappearing Entity shall, by virtue of the Merger and without any action by the holders thereof, be cancelled and retired and no membership interests or other equity interests of the Surviving Entity, cash or other consideration shall be paid or delivered in exchange therefore; (B) the Surviving Entity shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, powers, franchises, and authority, of a public as well as of a private nature, of both the Surviving Entity and the Disappearing Entity; (C) obligations belonging to or due either of the Surviving Entity or Disappearing Entity shall be vested in the Surviving Entity without further act or deed, and the title to any real estate vested by deed or otherwise in any of such entities shall be vested in the Surviving Entity and shall not revert or be in any way impaired by reason of the Merger; (D) all rights of creditors and all liens upon any property of any of the parties to the Merger shall be preserved unimpaired, and a proceeding pending against either of them may be continued as if the Merger did not occur, or the Surviving Entity may be substituted in the proceeding for the Disappearing Entity; and (E) all debts, liabilities, and duties of the respective parties to the Merger 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.

SEVENTH: The parties to the Merger shall file all certificates, instruments, and documents and take such other actions as are necessary or appropriate to effectuate the Merger and all other transactions contemplated by this Agreement, including without limitation filing Articles of Merger with the Florida Secretary of State, and a Certificate of Merger with the Delaware Secretary of State, paying all filing fees, franchise taxes and conveyance fees, and obtaining all regulatory approvals.

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its duly authorized officers, as of the day and year first written above.

APC:

APC WORKFORCE SOLUTIONS II, LLC

By: 
Doug Goin, Chief Administrative Officer

WORKFORCELOGIC:

WORKFORCELOGIC, LLC

By: 
Doug Goin, Chief Administrative Officer

The undersigned, being the sole member of APC Workforce Solutions II, LLC, hereby approves and adopts the foregoing Agreement and Plan of Merger effective as of the Effective Date and hereby waives the notice required by Section 605.1023 of the FRLCA.

APC WORKFORCE SOLUTIONS, LLC

By: 
Doug Goin, Manager

The undersigned, being the sole member of WorkforceLogic, LLC, hereby approves and adopts the foregoing Agreement and Plan of Merger effective as of the Effective Date.

APC WORKFORCE SOLUTIONS, LLC

By: 
Doug Goin, Manager