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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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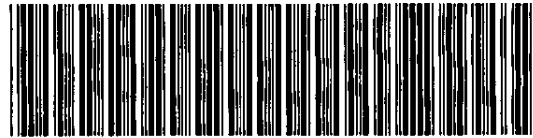
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/26/13--01025--001 **75.00

FILED
13 DEC 26 PM 4:35
FBI - NEW YORK

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W9M
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Sweet Office 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:

Gregory Starr Esq.

Contact Person

The Law Offices of Gregory S. Starr

Firm/Company

101 NE 3rd Avenue, Suite 1250

Address

Fort Lauderdale, FL 33301

City, State and Zip Code

gstarr@gregorystarr.com

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

For further information concerning this matter, please call:

David Needler

Name of Contact Person

at (**954**) **895-9290**

Area Code and 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

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

FILED
13 DEC 26 PM 4:35
CLERK OF CIRCUIT COURT
IN AND FOR FLORIDA

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>
LOG 2804 LLC	FL	Limited Liability Company
Metrix Companies LLC	FL	Limited Liability Company
Sweet Office LLC	FL	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>
Sweet Office LLC	FL	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:

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:

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 entitled 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:

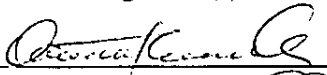
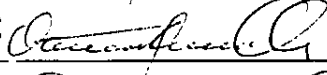
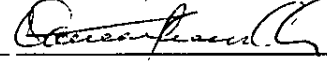
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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:
LOG 2804 LLC		David Needler
Metrix Companies LLC		David Needler
Sweet Office LLC		David Needler

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

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

PLAN OF MERGER

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>
LOG 2804 LLC	FL	Limited Liability Company
Metrix Companies LLC	FL	Limited Liability Company
Sweet Office LLC	FL	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>
Sweet Office LLC	FL	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT and PLAN OF MERGER, is made and entered into upon December 19, 2013 (hereinafter "AGREEMENT"), by and among Sweet Office LLC, LOG 2804 LLC and Metrix Companies LLC, each being a Florida limited liability company (hereinafter referred to as "SWEET OFFICE," "LOG 2804" and "METRIX," respectively, and "ENTITIES," collectively).

RECITALS

WHEREAS, each limited liability company (hereinafter "LLC") that is party to this AGREEMENT desires to merge one with the other, after which there shall remain one (1) sole surviving entity (hereinafter "MERGER"), such entity being SWEET OFFICE; and

WHEREAS, such MERGER is authorized by and within the Statutes of the State of Florida, Title XXXVI, Chapter 605, the Florida Revised Limited Liability Company Act (hereinafter "ACT"); and

WHEREAS, by, within and pursuant to the ACT, all managing members and members, as may exist, of the ENTITIES have approved such MERGER and have waived any and all notification(s) that might be indicated thereby.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all parties hereto agree as follows:

ARTICLE 1 THE MERGER

1.1 The point in time at which the Certificate of Merger, attached hereto, is filed with the Florida Secretary of State, pursuant to the ACT and this AGREEMENT, shall be the "Effective Time."

1.2 At the Effective Time, the MERGER shall be consummated, the separate existence of parties hereto this AGREEMENT shall cease, and SWEET OFFICE shall be the sole surviving entity.

ARTICLE II THE SURVIVING LIMITED LIABILITY COMPANY

2.1 Upon and subsequent to the MERGER, the sole surviving entity shall be SWEET OFFICE, and its Articles of Organization existing and any limited liability company agreement in effect prior to the

MERGER shall be the Articles of Organization and limited liability company agreement of SWEET OFFICE, the sole surviving entity, unless and until amended pursuant to the ACT.

ARTICLE III
TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

3.1 Transfer, Conveyance and Assumption. At the Effective Time, SWEET OFFICE shall continue in existence as sole surviving entity, and without further act, transfer or deed, shall:

3.1.1 Succeed to and possess all rights, privileges and powers of LOG 2804 and METRIX.

3.1.2 Have vested in it all LOG 2804 and METRIX assets of every kind and character.

3.1.3 Assume all LOG 2804 and METRIX liabilities and obligations of every kind and character.

3.1.4 Be liable for all claims and judgments against LOG 2804 and METRIX.

3.2 Further Assurances. If at any time, SWEET OFFICE, the sole surviving entity, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in SWEET OFFICE, the surviving entity, the title to any right or asset, or otherwise carry out the provisions hereof, the proper representative(s) of SWEET OFFICE, the sole surviving entity as of the Effective Time, shall execute and deliver any and all proper deeds, assignments and assurances, and do all things necessary or proper to vest, perfect or convey title to such asset or right in SWEET OFFICE, the sole surviving entity, and otherwise to carry out the provisions hereof.

ARTICLE IV
TERMINATION

4.1 This AGREEMENT may be terminated and the MERGER abandoned prior to the Effective Time, by:

4.1.1 Mutual written consent of the parties hereto this AGREEMENT.

4.1.2 Discovery or disclosure of any potential or actual materially adverse or detrimental liability or condition inuring to any party(ies) to this AGREEMENT and objectionable to any other party(ies) to this AGREEMENT.

4.1.3 Judgment, order, decree, injunction or other condition precluding the MERGER.

4.1.4 Any other operation of law.

4.2 In the event of such termination as described in 4.1, above, this AGREEMENT shall be null and void, of no effect, and shall not confer any asset(s) or liability(ies) to any party(ies) hereto this AGREEMENT.

ARTICLE V MISCELLANEOUS

5.1 Amendments and Waivers.

5.1.1 Any provision of this AGREEMENT may, subject to applicable law, be amended or waived prior to the Effective Time provided such amendment or waiver is in writing and signed by all parties hereto this AGREEMENT.

5.1.2 No failure or delay by any party hereto this AGREEMENT in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

5.2 Integration. All prior or contemporaneous agreements, contracts, promises, representations and statements, if any, by and among the parties hereto this AGREEMENT or their representatives are merged into this AGREEMENT, which shall constitute the entire understanding by and among such parties with respect to the subject matter contained herein.

5.3 Successors and Assigns. The provisions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto this AGREEMENT and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this AGREEMENT without the consent of all parties hereto this AGREEMENT.

5.4 Governing Law. This AGREEMENT shall be governed by the laws of the State of Florida and construed in accordance therewith.

5.5 Counterparts and Effectiveness. This AGREEMENT may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed upon this day, December 19, 2013.

LOG 2804 LLC

By: 

David Needler, Managing Member

Metrix Companies LLC

By: 

David Needler, Managing Member

Sweet Office LLC

By: 

David Needler, Managing Member