

L070000514907

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☐ PICK-UP

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(Business Entity Name)

(Document Number)

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08 DEC -5 AM 11:39

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED

08 DEC -5 PM 4:15

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

B. KOHR

DEC - 8 2008

EXAMINER

CORPDIRECT AGENTS, INC. (formerly CCRS)  
515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: KATIE WONSCH  
DATE: 12/05/08  
REF. #: 001626.96527  
CORP. NAME: DRIVVE CORP LLC

FILED  
08 DEC -5 PM 4: 15  
TALLAHASSEE, FLORIDA

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input checked="" type="checkbox"/> MERGER      | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION |   |  |
| <input type="checkbox"/> OTHER:                      |   |  |

STATE FEES PREPAID WITH CHECK# 528486 FOR \$ 50.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

PLEASE RETURN:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> CERTIFIED COPY        | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input checked="" type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS |   |  |

Examiner's Initials



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 5, 2008

KATIE WONSCH  
CORPDIRECT AGENTS  
TALLAHASSEE, FL

SUBJECT: DRIVVE CORP LLC  
Ref. Number: L07000014907

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE.

12/5

FILED  
08 DEC -5 PM 4:15  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
08 DEC -8 PM 1:40  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

We have received your document for DRIVVE CORP LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED your \$50.00 payment.

Since the survivor is not qualified in Florida, you must list the STREET ADDRESS and MAILING ADDRESS requested in the EIGHTH ITEM at the bottom of page 2 of the Certificate of Merger.

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) 245-6914.

Buck Kohr  
Regulatory Specialist II

Letter Number: 008A00059410

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE.

12/5

FILED  
03 DEC -5 PM 4:15  
TALLAHASSEE, FLORIDA

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

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>
Drive Corp LLC	Florida	LLC
Drive, LLC	Nevada	LLC

**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>
Drive, LLC	Nevada	LLC

**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:

c/o National Registered Agents, Inc. of NV

1000 East William Street, Suite 204

Carson City, NV 89701

**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: 109 S. 6th Street, #1

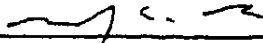

Brooklyn, NY 11211

Mailing address: 109 S. 6th Street, #1

Brooklyn, NY 11211

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:
Drive Corp LLC (FL)		Michael Greco, Member
Drive, LLC (NV)		Michael Greco, Member

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 (this "Agreement") is entered into by and between Driveve, LLC a Nevada limited liability company (the "NV LLC"), and Driveve Corp LLC, a Florida limited liability company (the "FL LLC"), as of November \_\_, 2008.

WHEREAS, it is the intent of the parties by executing the Agreement to enter into a plan of merger whereby the FL LLC is merged with and into the NV LLC;

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration mutually exchanged by the parties hereto, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto agree as follows:

### 1. The Merger.

1.1 Surviving Entity. Upon the time of filing (the "Effective Time") of a Certificate of Merger with the Secretary of State of the State of Florida and the simultaneous filing of the Articles of Merger with the Secretary of State of Nevada:

(a) the FL LLC shall be merged with and into the NV LLC (the "Merger") in accordance with Florida Business Limited Liability Act, Section 608-438 and the Nevada Revised Statutes, Section 92A.150.

(b) the NV LLC shall be the surviving entity of the Merger (hereinafter sometimes called the "Surviving Entity"),

(c) the identity, existence, rights, privileges, powers, franchises, properties and assets of the NV LLC shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Entity, and

(d) the identity and separate existence of the FL LLC shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the FL LLC shall be vested in the Surviving Entity.

1.2 Operating Agreement, Members, Manager and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement, as amended, of the NV LLC shall be the Operating Agreement of the Surviving Entity, and the managers and any officers of the NV LLC in office immediately prior to the Effective Time shall become the managers and officers of the Surviving Entity as of the Effective Time.

1.3 Membership Conversion. At the Effective Time, the membership interest of the FL LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the FL LLC or the NV LLC, be canceled; and all of the membership interests in the NV LLC existing prior to the Merger shall remain outstanding membership interests in the Surviving Entity following the Merger.

## **2. General.**

2.1 Condition to the Merger. The Merger shall have been duly authorized by both the FL LLC and the NV LLC prior to the filing of the Articles of Merger with the Secretary of State of the State of Nevada effecting the Merger.

2.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this ~~Agreement may be terminated and abandoned at any time before the Effective Time, whether~~ before or after adoption and approval of this Agreement, by the vote of either the members of the NV LLC or the members of the FL LLC. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective managers and members shall have any liability hereunder.

2.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

*[Signature page follows.]*



IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

DRIVVE, LLC

⇒ By: 

Name: Michael Greco, Manager

DRIVVE CORP LLC

⇒ By: 

Name: Michael Greco, Manager