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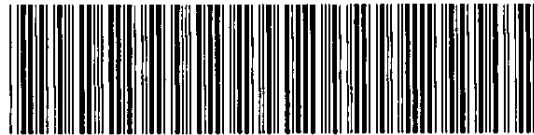
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EXAMINER

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**DATE: 08-19-10**

**NAME: PLANCK HOLDINGS, LLC**

**TYPE OF FILING: MERGER**

**COST: \$80**

**RETURN: CERTIFIED COPY**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



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**ARTICLES OF MERGER OF**  
**PLANCK HOLDINGS, LLC**  
**(a Florida limited liability company)**

**WITH AND INTO**  
**PLANCK HOLDINGS, LLC**  
**(a West Virginia limited liability company)**

Pursuant to Section 608.4382 of the Florida Statutes, the undersigned entities, Planck Holdings, LLC, a Florida limited liability company (the "**Merging LLC**"), and Planck Holdings, LLC, a West Virginia limited liability company (the "**Surviving LLC**"), adopt and submit the following Articles of Merger for the purpose of effecting a merger of the Merging LLC with and into the Surviving LLC.

1. The name of the surviving limited liability company is Planck Holdings, LLC, a West Virginia limited liability company, and the name of the entity being merged into the Surviving LLC is Planck Holdings, LLC, a Florida limited liability company.
2. The Plan of Merger attached hereto as Exhibit A was approved, adopted, certified, executed and acknowledged by the Surviving LLC and the Merging LLC in accordance with Section 31B-9-904 of the West Virginia Uniform Limited Liability Act and Section 608.4381 of the Florida Statutes, respectively, and with the constituent documents of the Surviving LLC and the Merging LLC.
3. The merger is to become effective on the date of filing of these Articles of Merger.
4. The name of the surviving entity is Planck Holdings, LLC and the address of its principal office is P.O. Box 309, Prosperity, West Virginia 25909.
5. The Surviving LLC is deemed to have appointed the Florida Department of State as its agent for service of process in a proceeding to enforce any obligation or the rights of each limited liability company that is a party to the merger. The Surviving LLC has agreed to promptly pay to the dissenting members of each limited liability company that is a party to the merger the amount, if any, to which such dissenting members are entitled under Section 608.4384 of the Florida Statutes.
6. A copy of the plan of merger will be furnished by the Surviving LLC, on written request and without cost, to any member of any constituent limited liability company.


**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed as of August 19, 2010.

**PLANCK HOLDINGS, LLC**, a West Virginia limited liability company

By:   
Sandeep Agarwal, Manager

**PLANCK HOLDINGS, LLC**, a Florida limited liability company

By:   
Sandeep Agarwal, Manager

**Exhibit A**  
**Plan of Merger**

[Attached]

## **PLAN OF MERGER**

This Plan of Merger (this "**Agreement**"), is executed as of the 19th day of August, 2010, by and among Planck Holdings, LLC, a Florida limited liability company (the "**Merging LLC**"), and Planck Holdings, LLC, a West Virginia limited liability company (the "**Surviving LLC**").

### **WITNESSETH:**

WHEREAS, the Merging LLC is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Florida;

WHEREAS, the Surviving LLC is a limited liability company duly formed and validly existing under the laws of the State of West Virginia;

WHEREAS, the members of both the Merging LLC and the Surviving LLC deem it in the best interests of the Merging LLC and the Surviving LLC, respectively, that, for purposes of facilitating a change in the domicile of the Merging LLC from the State of Florida to the State of West Virginia, the Merging LLC be merged with and into the Surviving LLC, with the Surviving LLC being the surviving business entity; and

WHEREAS, the members of both the Merging LLC and the Surviving LLC have authorized and approved the merger of the Merging LLC with and into the Surviving LLC in accordance with the applicable provisions of the West Virginia Uniform Limited Liability Act ("**WV Act**") and the Florida Statutes ("**FS**"), upon the terms and conditions set forth in this Agreement (the "**Merger**") and have approved this Agreement and directed that it be executed by the undersigned managers;

NOW, THEREFORE, in consideration of the premises and the conditions, terms and provisions set forth in this Agreement, the Merging LLC and the Surviving LLC do hereby agree as follows:

## **ARTICLE ONE**

### **TERMS OF MERGER**

In accordance with Section 31B-9-904 of the WV Act and Section 608.438 of the FS, the Merging LLC will be merged with and into the Surviving LLC upon the terms and conditions set forth in the subsequent provisions of this Agreement. The surviving company will be the Surviving LLC, which will continue both (i) to use its present name and (ii) to be governed by and organized in accordance with the laws of the State of West Virginia.

Upon approval and execution of this Agreement, articles of merger ("**Articles of Merger**") shall be filed with the Secretary of State of the State of West Virginia and the Department of State of the State of Florida in accordance with the applicable provisions of the WV Act and the FS, respectively. The Merger will become effective upon the filing of the

Articles of Merger with the Secretary of State of the State of West Virginia and the Department of State of the State of Florida, respectively (the "Effective Time").

## **ARTICLE TWO**

### **EFFECT OF MERGER**

The Merger shall in all respects have the effects provided for in the WV Act and the FS, with all rights and obligations of the Merging LLC being allocated to the Surviving LLC. Without limiting the generality of the foregoing, in addition to the effects hereinafter set forth, upon the Effective Time, the separate existence of the Merging LLC will cease and the Surviving LLC (the separate existence and name of which shall continue unimpaired by the Merger) will immediately (i) succeed, without other transfer, to all of the assets, properties, rights and claims of the Merging LLC and (ii) be subject to all of the debts, duties, obligations and liabilities of the Merging LLC in the same manner and to the same extent as if such had been incurred by the Surviving LLC itself. Neither the rights of creditors with respect to the Merging LLC nor any liens upon the assets or properties of the Merging LLC will be impaired by the Merger.

Any lawsuit, proceeding or claim pending or existing by or against the Merging LLC may be prosecuted or continued as if the Merger had not occurred or, alternatively, the Surviving LLC may be substituted for the Merging LLC with respect to any such lawsuit, proceeding or claim. Additionally, upon the Effective Time of the Merger, the Surviving LLC shall assume responsibility for the payment of all franchise taxes and fees of the Merging LLC and will be obligated to pay such franchise taxes and fees if the same are not timely paid.

The parties to this Agreement intend that, for federal income tax purposes, the Merger be treated as a "reorganization" described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement constitute a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g) with respect to the Merger, such that the Surviving LLC survives as the resulting entity and succeeds to the employer identification number, entity classification election, and assets/liabilities of the Merging LLC pursuant to Revenue Ruling 73-526. The parties to this Agreement undertake and agree to use their reasonable efforts to cause the Merger to qualify, and to take no action that would cause the Merger not to qualify, for treatment as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code and the Treasury Regulations thereunder. Further, the parties to this Agreement agree to report the Merger consistent with the provisions of this paragraph on all federal tax returns and other federal tax filings.

## **ARTICLE THREE**

### **TREATMENT OF MEMBERSHIP INTERESTS**

At the Effective Time, all of the issued and outstanding membership interests of the Merging LLC shall by virtue of the Merger be automatically canceled and retired without payment of any consideration therefor and without any conversion thereof.

## **ARTICLE FOUR**

### **COMPANY AUTHORIZATION**

This Agreement and the Merger shall be authorized by the Surviving LLC and the Merging LLC as provided by the applicable laws of the WV Act and the FS, respectively. If this Agreement is duly authorized and adopted by the Surviving LLC and the Merging LLC, this Agreement shall be executed in accordance with the laws of the State of West Virginia and the State of Florida as soon as practicable.

## **ARTICLE FIVE**

### **ARTICLES OF ORGANIZATION**

The articles of organization of the Surviving LLC, as in effect immediately prior to the Effective Time, shall be and continue to be the articles of organization of the Surviving LLC after the Merger.

## **ARTICLE SIX**

### **OPERATING AGREEMENT, MANAGERS AND OFFICERS**

The operating agreement of the Surviving LLC, as existing immediately prior to the Effective Time, will continue in full force and effect as the operating agreement of the Surviving LLC after the Merger and until such operating agreement is thereafter modified, amended or repealed in accordance with the laws of the State of West Virginia and the applicable provisions of such operating agreement. Management of the Surviving LLC shall be vested in one or more managers. The name of the manager of the Surviving LLC is Sandeep Agarwal and his mailing address is P.O. Box 309, Prosperity, West Virginia 25909. The existing managers and officers of the Surviving LLC immediately prior to the Merger shall remain as the managers and officers of the Surviving LLC after the Merger, until such time as the successor of each such officer or manager is chosen and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

## **ARTICLE SEVEN**

### **ABANDONMENT**

At any time prior to the Effective Time of the Merger, this Agreement may be terminated and the Merger abandoned by the managers of the Merging LLC or by the managers of the Surviving LLC, notwithstanding favorable action on the Merger by the members of the Merging LLC or the Surviving LLC.



## **ARTICLE EIGHT**

### **MISCELLANEOUS**

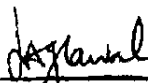
8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

8.2 Principal Place of Business. The principal place of business of the Surviving LLC will be P.O. Box 309, Prosperity, West Virginia 25909. The street address for the Surviving LLC's principal place of business will be 407 Prosperity Road in Beckley, West Virginia 25801. An executed copy of this Agreement will be on file at this address, and upon request and without cost, a copy thereof will be furnished to any member of the Merging LLC or the Surviving LLC.

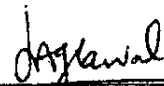
8.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

**PLANCK HOLDINGS, LLC**, a West Virginia  
limited liability company

By:   
Sandeep Agarwal, Manager

**PLANCK HOLDINGS, LLC**, a Florida limited  
liability company

By:   
Sandeep Agarwal, Manager