

L 10000017730

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

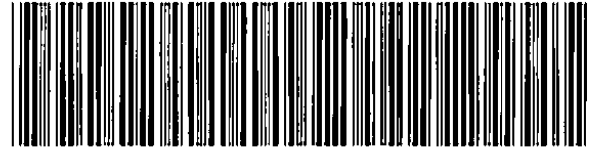
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

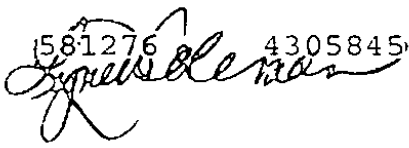


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2020 DEC 21 AM 8:07

DEC 21 2020

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 581276 4305845
AUTHORIZATION : 
COST LIMIT : \$ 50.00

ORDER DATE : December 21, 2020
ORDER TIME : 1:05 PM
ORDER NO. : 581276-005
CUSTOMER NO: 4305845

ARTICLES OF MERGER

CHARTLYTICS, LLC

INTO

CENTRALREACH, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CentralReach, 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:

Perry Pappas

Contact Person

CentralReach, LLC

Firm/Company

6451 North Federal Highway, Suite 501

Address

Fort Lauderdale, Florida 33308

City, State and Zip Code

perry.pappas@centralreach.com

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

For further information concerning this matter, please call:

Perry Pappas

at (732)

690-5583

Name of Contact Person

Area Code

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

CR2E080 (2/14)

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(in accordance with s. 605.1025, 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>
Chartlytics, LLC	Pennsylvania	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>
CentralReach, LLC	Florida	Limited Liability Company
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

2010 DEC 21 AM 8:07
FILED
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

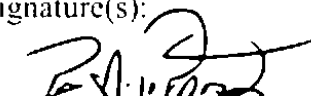
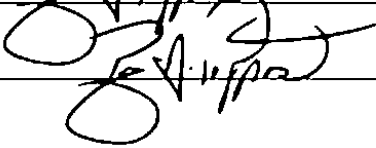
FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Charitytics, LLC		Perry Pappas
CentralReach, LLC		Perry Pappas
_____	_____	_____
_____	_____	_____

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 an authorized person

<u>Fees:</u>	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	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 4, 2020 (this "Merger Agreement"), by and among (i) Chartlytics, LLC, a Pennsylvania limited liability company (the "Disappearing Entity"), and (ii) CentralReach, LLC, a Florida limited liability company (the "Company," and, together with the Disappearing Entity, the "Parties"), is entered into pursuant to Chapter 605.1021 of the Florida Revised Limited Liability Company Act (the "FRLLLCA").

WHEREAS, the Disappearing Entity is a limited liability company duly organized and in good standing under the laws of the State of Pennsylvania;

WHEREAS, the Company is a limited liability company duly organized and in good standing under the laws of the State of Florida;

WHEREAS, the Parties intend that the Disappearing Entity merge with and into the Company and that the Company continue as the surviving entity in such merger, upon the terms and subject to the conditions set forth herein;

WHEREAS, the sole member, which is also the managing member, of the Disappearing Entity has approved the Merger (as defined below) and the form and terms of this Merger Agreement; and

WHEREAS, the sole member, which is also the managing member of the Company has approved the Merger and the form and terms of this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

ARTICLE I.

MERGER

SECTION 1.1. Merger. Subject to the terms and upon the conditions of this Merger Agreement, after the filing of, and as of the date specified in, the Certificate of Merger with the Secretary of State of the State of Florida (the "Effective Time"), the Disappearing Entity shall be merged with and into the Company (the "Merger").

SECTION 1.2. Effective Time of Merger. At the Effective Time, the Disappearing Entity shall be merged with and into the Company, the separate existence of the Disappearing Entity shall cease and the Company shall continue as the surviving limited liability company under the laws of the State of Florida (the "Surviving Company").

SECTION 1.3. Effect of Merger. From and after the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the FRLLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Disappearing Entity shall vest in the Surviving

Company, and all debts, liabilities and duties of the Disappearing Entity shall become the debts, liabilities and duties of the Surviving Company.

ARTICLE II.

CONSTITUENT ENTITY, LIMITED LIABILITY COMPANY AGREEMENT, OFFICERS, MEMBERS AND MEMBERSHIP INTERESTS

SECTION 2.1. Name of Surviving Entity. The name of the surviving company of the Merger shall be: CentralReach, LLC.

SECTION 2.2. Certificate of Formation of the Surviving Company. The Certificate of Formation of the Company as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Company until duly amended as provided therein or by applicable law.

SECTION 2.3. Officers of the Surviving Corporation. At the Effective Time, the current officers of the Company shall be the officers of the Surviving Company until their respective successors shall be duly elected or appointed and qualified.

SECTION 2.4. Effect of Merger on Shares. At the Effective Time, all shares of, membership or other equity interests in the Disappearing Entity, as applicable, shall be canceled and extinguished, with no consideration issued in respect thereof, and the only membership of the Surviving Company shall be the membership interests of the Company existing immediately prior to the Effective Time.

ARTICLE III.

MISCELLANEOUS

SECTION 3.1. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Disappearing Entity such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Company all such further and other actions as shall be appropriate or necessary in order to vest, perfect or confirm in the Surviving Company the title to and possession of all property, shares, assets, rights, privileges, immunities, powers and authority of the Disappearing Entity and otherwise to carry out the purposes of this Merger Agreement. The Surviving Company is fully authorized, on behalf of the Surviving Company or each of the Disappearing Entity to take any and all such actions and to execute and deliver any and all such deeds, documents and other instruments.

SECTION 3.2. Counterparts. This Merger Agreement may be executed in any number of counterparts (including via facsimile), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SECTION 3.3. Severability. If any provision of this Merger Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other


provisions of this Merger Agreement shall not be affected and shall remain in full force and effect.

SECTION 3.4. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

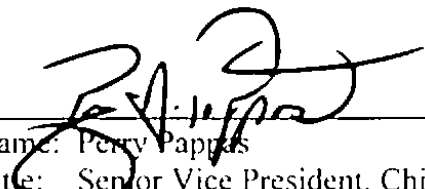
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IN WITNESS WHEREOF, the Parties have caused this Merger Agreement to be duly executed as of the date first above written.

CHARTLYTICS, LLC

By: 
Name: Perry Pappas
Title: Senior Vice President, Chief Legal & Compliance Officer and Secretary

CENTRALREACH, LLC

By: 
Name: Perry Pappas
Title: Senior Vice President, Chief Legal & Compliance Officer and Secretary