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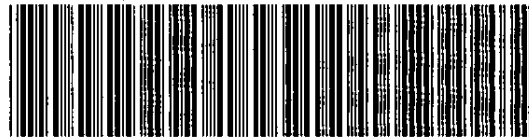
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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TALLAHASSEE, FLORIDA

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T. CLINE

JUL 28 2010

EXAMINER

**LAW OFFICE OF  
ANDREW M. REED**

Andrew M. Reed\*

Kathleen L. Mank

\*Licensed to Practice in Illinois and Florida

Physical Address:

1828 S. Florida Ave.

Lakeland, FL 33803

Office Phone:

863.687.1771 x 222

Facsimile:

863.687.1775

Email:

[andy@polklawyer.com](mailto:andy@polklawyer.com)

July 22, 2010

Registration Section  
Florida Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

Re: Filing of Certificate of Merger  
Zug Zwang, Inc. (Merging Entity)  
Lakeland Locksmith, LLC (Surviving Entity)

Dear Representative:

Enclosed for processing is a **Certificate of Merger**, together with the required plan of merger and the **required filing fees of \$60.00** (\$25 for the constituent limited liability company and \$35 for the constituent corporation).

Please direct inquiries and all correspondence to:

Andrew M. Reed, Esq.  
Law Office of Andrew M. Reed  
1828 S. Florida Ave.  
Lakeland, FL 33803  
[andy@polklawyer.com](mailto:andy@polklawyer.com)

Sincerely Yours,  
Law Office of Andrew M. Reed

  
Andrew M. Reed  
AMR/lhm

2PM JUL 27 PM 4:25  
SECRETARY OF STATE  
TALLAHASSEE, FL 32314

FILED

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

The following Certificate of Merger is submitted to merge the following Florida limited liability company and domestic corporation in accordance with s. 608.4382, Florida Statutes:

**FIRST:** The **Merging Entity** is Zug Zwang, Inc., a Florida corporation. **869-19481**

**SECOND:** The **Surviving Entity** is Lakeland Locksmith, LLC, a Florida limited liability company. **110-44501**


**THIRD:** The attached plan of merger was approved by the domestic corporation and limited liability company that are parties to the merger in accordance with the applicable provisions of Chapters 607 and 608, Florida Statutes.

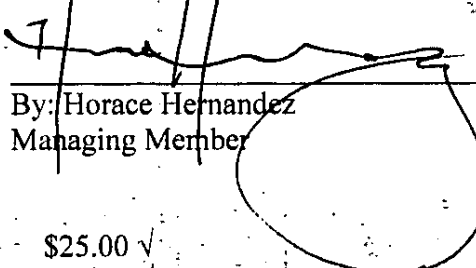
**FOURTH:** the effective date of the merger is the date of filing.

**FIFTH:** Signatures for Each Party:

Zug Zwang, Inc.

Lakeland Locksmith, LLC

  
By: Mayra Simmons  
President

  
By: Horace Hernandez  
Managing Member

<b>Fees:</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

**Certified Copy (optional):** \$30.00

**Total Due:** **\$60.00**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

## PLAN OF MERGER

This Plan of Merger ("Plan") between **Zug Zwang, Inc.**, a Florida corporation ("Merging Entity") and **Lakeland Locksmith, LLC**, a Florida limited liability company ("Surviving Entity") is adopted as of this 22nd day of July, 2010, pursuant to Section 607.1108, Florida Statutes, and Section 368(a)(1)(A) of the Internal Revenue Code.

### ARTICLE 1 . PLAN OF MERGER

1.01. Plan Adopted. The Plan shall be adopted as follows:

(a) The Merging Entity shall be merged with and into the Surviving Entity to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Entity is **Lakeland Locksmith, LLC**.

(c) When this Plan shall become effective, the separate corporate existence of the Merging Entity shall cease, and the Surviving Entity shall succeed, without other transfer, to all the rights and property of Merging Entity and shall be subject to all the debts and liabilities of Merging Entity in the same manner as if Surviving Entity had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired.

(d) The Surviving Entity will carry on business with the assets of Merging Entity, as well as with the assets of Surviving Entity.

(e) The shareholders of the Merging Entity will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Merging Entity surrendered by its sole shareholder, **Mayra Simmons**, the Surviving Entity will amend its Operating Agreement to admit Mayra Simmons as a Member of the Surviving Entity, on the basis set forth in Article 4 below.

(g) The current member of Lakeland Locksmith, LLC shall remain a member of the Surviving Entity.

(h) The Articles of Organization of Lakeland Locksmith, LLC, as existing on the effective date of the merger, shall continue in full force as the Articles of Organization of the Surviving Entity until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02. Effective Date. The effective date of the merger ("Effective Date") shall be the date when the Articles of Merger are filed by the Department of State.

MAILED  
JUL 25 2010  
STATE  
OFFICE OF  
RECORDS  
AND  
LEGISLATION

ARTICLE 2 . REPRESENTATIONS AND WARRANTIES  
OF CONSTITUENT CORPORATIONS

2.01 Merging Entity. As a material inducement to the Surviving Entity to execute this Plan and perform its obligations under this Plan, the Merging Entity represents and warrants to the Surviving Entity as follows:

(a) The Merging Entity is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Merging Entity has an authorized capitalization of \$1,000.00, consisting of 1,000 shares of common stock, each of \$1.00 par value, of which 1,000 shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Plan. As of the date of this Plan, **Mayra Simmons** is the sole shareholder of the Merging Entity.

(c) The Merging Entity has furnished the Surviving Entity with access to all financial records requested by Surviving Entity. All financial information reviewed by Surviving Entity fairly presents the financial condition of the Merging Entity. Merging Entity has completely disclosed all liabilities and losses of Merging Entity existing at the time of the adoption of this Plan, including any ongoing contractual obligations.

(d) All required federal, state, and local tax returns of the Merging Entity have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Entity has not been delinquent in the payment of any tax or assessment.

(e) There are no existing stock subscriptions, options or rights of any person in any stock of the Merging Entity.

(f) The Merging Entity is not aware of any litigation pending or threatened against the Merging Entity, including any civil or criminal actions, or proceedings involving insolvency or bankruptcy.

(g) The Merging Entity is in compliance with all applicable laws and all contractual obligations. All assets transferred to Surviving Entity by virtue of this Plan shall be free of encumbrances of any kind.

(h) The Merging Entity has disclosed all of its contractual obligations of any kind to the Surviving Entity.

2.02. Surviving Entity. As a material inducement to the Merging Entity to execute this Plan and perform its obligations under this Plan, the Surviving Entity represents and warrants to the Merging Entity as follows:

(a) The Surviving Entity is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Surviving Entity has an authorized capitalization of \$1,000.00, divided into Membership interests. As of the date of this Plan, **Horace Hernandez** is the sole Member of the Surviving Entity.

(c) The Surviving Entity has furnished the Merging Entity with access to all financial records requested by Merging Entity. All financial information reviewed by Merging Entity fairly presents the financial condition of the Surviving Entity. Surviving Entity has completely disclosed all liabilities and losses of Surviving Entity existing at the time of the adoption of this Plan, including any ongoing contractual obligations.

(d) The Surviving Entity has not been delinquent in the payment of any tax or assessment.

(e) There are no existing assignments or pending transfers of any Membership interest of the Surviving Entity.

(f) The Surviving Entity is not aware of any litigation pending or threatened against the Surviving Entity, including any civil or criminal actions, or proceedings involving insolvency or bankruptcy.

(g) The Surviving Entity has disclosed all of its contractual obligations of any kind to the Merging Entity.

### ARTICLE 3. PLAN ADOPTION

It is understood and agreed that each of the constituent entities have a single shareholder or member. As such, adoption of this plan shall be by written consent, duly executed by each shareholder or member and no further corporate action need be taken to adopt this Plan.

### ARTICLE 4. MANNER OF CONVERTING SHARES

The shares of the Merging Entity shall be surrendered to Horace Hernandez, promptly after the Effective Date, in exchange for adoption by the Surviving Entity of an Amended and Restated Operating Agreement, to reflect the sole shareholder of the Merging Entity as owning fifty percent (50%) of the Membership Interests of the Surviving Entity.

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TALLAHASSEE FLORIDA  
SECRETARY OF STATE

### ARTICLE 5. SURVIVAL OF WARRANTIES AND EXPENSES OF NONSURVIVOR

5.01 Survival of Representations and Warranties. The covenants, representations, and warranties of the constituent parties and/or their respective stockholder or member shall survive for a period of one (1) year after the Effective Date. No inspection, examination, or audit made on behalf of the parties shall act as a waiver of any representation or warranty made under this Plan.

5.02 Expenses. The Merging Entity and its sole stockholder shall pay one-half of the legal, accounting and administrative expenses incurred in undertaking this Merger, regardless of whether the Merger is actually consummated. This section shall survive the Effective Date.

### ARTICLE 6. INTERPRETATION AND ENFORCEMENT

6.01. Further Assurances. The Merging Entity agrees that from time to time, as and when requested by the Surviving Entity or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all instruments required to consummate this Merger. The Merging Entity further agrees to take or cause to be taken any further or other actions as the Surviving Entity may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Entity title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Plan, and otherwise to carry out the intent and purposes of this Plan.

6.02. Notices. Any notice or other communication required or permitted under this Plan shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed as follows:

**To Surviving Entity:**

Horace Hernandez  
201 Benson St.  
Valrico, FL 33594

**To Merging Entity:**

Mayra Simmons  
1035 Ruby St.  
Lakeland, FL 33815

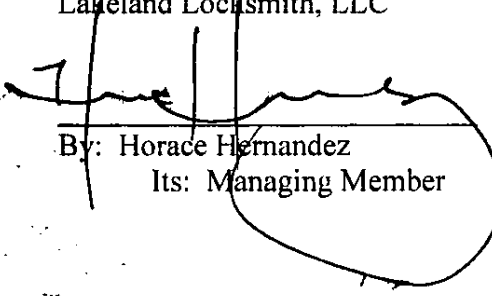
6.03. Entire Agreement; Counterparts. This Plan contains the entire agreement between the parties with respect to the contemplated transaction. This Plan may be executed in any number of counterparts, all of which taken together shall be deemed one original.

6.04. Controlling Law. The validity, interpretation, and performance of this Plan shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Plan was executed as of the date first written above.

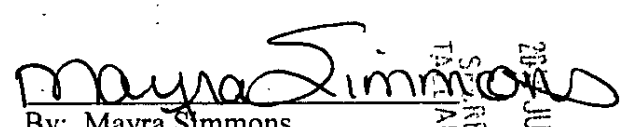
**SURVIVING ENTITY**

Lakeland Locksmith, LLC

  
By: Horace Hernandez  
Its: Managing Member

**MERGING ENTITY**

Zug Zwang, Inc.

  
By: Mayra Simmons  
Its: President and Director

FILED  
2024 JUL 27 PM 1:26  
CLERK OF STATE  
TALLAHASSEE, FLORIDA