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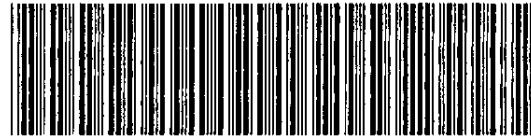
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. BOSTICK

MAR -7 2010

EXAMINER



Chandler N. Hodge
Direct (859) 288-4606 Fax (859) 367-3845 E-mail cnh@gdm.com

February 25, 2011

VIA UNITED PARCEL SERVICE

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: Patil Securities, LLC

Dear Ladies and Gentlemen:

On behalf of the above-referenced company, enclosed are the following items: (i) a Certificate of Merger for filing, pursuant to which Patil Securities, LLC, a Kentucky limited liability company, is merging with and into the company, and (ii) the required filing fee of \$50.00.

Thank you for your attention to this matter.

Sincerely,

Chandler N. Hodge

CNH/sdm

Enclosures

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TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER
OF
PATIL SECURITIES, LLC
(a Kentucky limited liability company)
WITH AND INTO
PATIL SECURITIES, LLC
(a Florida limited liability company)**

Pursuant to the provisions of § 608.4382, Florida Statutes, the undersigned entities ("Constituent Entities") hereby adopt the following Certificate of Merger for the purpose of merging Patil Securities, LLC, a Kentucky limited liability company ("Kentucky Company"), with and into Patil Securities, LLC, a Florida limited liability company ("Florida Company"), which shall be the surviving entity in the Merger.

FIRST: The name of each of the Constituent Entities are Patil Securities, LLC and Patil Securities, LLC. The Kentucky Company is organized under the laws of the Commonwealth of Kentucky and the Florida Company is organized under the laws of the State of Florida.

SECOND: The Agreement and Plan of Merger by and between the Constituent Entities is attached hereto as Exhibit A and is hereby incorporated herein as a part of this Certificate of Merger.

THIRD: The Agreement and Plan of Merger has been duly authorized and approved by each party to the merger in accordance with Chapter 608, Florida Statutes and the laws of the Commonwealth of Kentucky.

FOURTH: The merger shall be effective as of the date the Certificate of Merger is filed with the Florida Department of State.

Dated: February 24, 2011.

PATIL SECURITIES, LLC

BY: PATIL FAMILY, LLC, Member

By: RAHUL D PATIL

DR. RAHUL D. PATIL, Manager
("Kentucky Company")

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TALLAHASSEE, FLORIDA

PATIL SECURITIES, LLC

BY: PATIL FAMILY, LLC, Member

By: RAHUL D PATIL
DR. RAHUL D. PATIL, Manager
("Florida Company")

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TALLAHASSEE, FLORIDA

EXHIBIT A

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SECURITY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into and effective as of the 24 day of February, 2011, by and between (i) PATIL SECURITIES, LLC, a Kentucky limited liability company ("Kentucky Company"), and (ii) PATIL SECURITIES, LLC, a Florida limited liability company ("Florida Company").

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1. MERGER.

1.1 Merger of the Kentucky Company With and Into the Florida Company. Subject to the terms and conditions of this Agreement, the Kentucky Company shall be merged with and into the Florida Company ("Merger"), effective upon the filing of Articles of Merger with the Florida Department of State ("Effective Time"). The separate existence of the Kentucky Company as a Kentucky limited liability company shall thereupon cease; the Florida Company shall be the surviving entity and the separate existence of the Florida Company as a limited liability company, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky and the State of Florida.

1.2 Effect of Merger at and after the Effective Time:

(a) The Florida Company shall possess all of the respective rights, privileges, powers, franchises and interests of the Kentucky Company in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Florida Company by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Kentucky Company may be continued as if the Merger did not occur, or the Florida Company may be substituted in the proceeding for the Kentucky Company in such action or proceeding.

(b) The Florida Company shall be liable for all liabilities of the Kentucky Company, and all debts, liabilities, obligations and contracts of the Kentucky Company, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of the Kentucky Company, shall be those of the Florida Company and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Kentucky Company shall be preserved unimpaired.

1.3 Additional Actions. If, at any time after the Effective Time, the Florida Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Florida Company its right, title or interest in, to or under any of the rights, properties or assets of the Kentucky Company acquired or to be acquired by the Florida Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the Kentucky Company and the proper officers and directors of the Kentucky Company shall be deemed to have granted to the Florida Company an irrevocable power of attorney to (a) execute

and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Florida Company and (c) otherwise carry out the purposes of this Agreement. The Manager of the Florida Company is fully authorized in the name of the Kentucky Company or otherwise to take any and all such actions.

2. CONVERSION OF COMPANY INTERESTS.

2.1 Interests in the Kentucky Company. The interest held by the Member of the Kentucky Company immediately prior to the Effective Time shall, ipso facto and without any action on the part of the Member of the Kentucky Company, become and be converted into an equivalent interest as a Member of the Florida Company.

2.2 Interests in the Florida Company. The interest held immediately prior to the Effective Time by the Member of the Florida Company shall be cancelled and no consideration issued in respect thereof.

3. ARTICLES OF ORGANIZATION; OPERATING AGREEMENT.

3.1 Articles of Organization. From and after the Effective Time, the Articles of Organization of the Florida Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the surviving entity.

3.2 Operating Agreement. From and after the Effective Time, the Operating Agreement of the Florida Company, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the surviving entity.

4. CONDITION TO MERGER. It shall be a condition to the consummation of the Merger that both the Kentucky Company and the Florida Company have determined that all consents which they require to be obtained from third parties shall have been obtained.

5. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

PATIL SECURITIES, LLC

BY: PATIL FAMILY, LLC, Member

By: RAHUL D PATIL
DR. RAHUL D. PATIL, Manager
("Kentucky Company")

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TALLAHASSEE, FLORIDA

PATIL SECURITIES, LLC

BY: PATIL FAMILY, LLC, Member

By: RAHUL D. PATIL
DR. RAHUL D. PATIL, Manager
("Florida Company")

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