

MAR. 28. 2011

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MERGER OR SHARE EXCHANGE

Diane Upright Fine Arts, LLC

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$58.75

A. LUNT

MAR 30 2010

EXAMINER

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CERTIFICATE OF MERGER**OF****DIANE UPRIGHT FINE ARTS, LLC,**
a New York limited liability company,**WITH AND INTO****DIANE UPRIGHT FINE ARTS, LLC,**
a Florida limited liability company2011 MAR 29 AM 11:40
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The following Certificate of Merger is submitted in accordance with the Florida Limited Liability Company Act (the "Act"), pursuant to Section 608.4382, Florida Statutes.

FIRST: The merging party is DIANE UPRIGHT FINE ARTS, LLC, a New York limited liability company.

SECOND: The surviving party is DIANE UPRIGHT FINE ARTS, LLC, a Florida limited liability company.

THIRD: The attached Plan of Merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, 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 jurisdiction under which such other business entity is organized.

FIFTH: The date of filing of this Certificate of Merger shall be the effective date of this merger (the "Effective Date").

MERGING PARTY:DIANE UPRIGHT FINE ARTS, LLC, a New
York limited liability companyBy: 
Diane Upright, Managing Member**SURVIVING PARTY:**DIANE UPRIGHT FINE ARTS, LLC, a Florida
limited liability companyBY: TRUST AGREEMENT OF DIANE W.
UPRIGHT DATED MAY 25, 1999, AS
AMENDED AND RESTATED, as
Managing MemberBy: 
Diane Upright, Trustee

WFB 1112625.1

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PLAN AND AGREEMENT OF MERGER

OF

DIANE UPRIGHT FINE ARTS, LLC,
a New York limited liability company,

WITH AND INTO

DIANE UPRIGHT FINE ARTS, LLC,
a Florida limited liability company2011 MAR 29 AM 11:40
STATE
TALLAHASSEE, FLORIDA

FILED

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") is dated March 28, 2011, by and between **DIANE UPRIGHT FINE ARTS, LLC**, a New York limited liability company ("DUFA NY"), as the merging party, and **DIANE UPRIGHT FINE ARTS, LLC**, a Florida limited liability company ("DUFA FL"), as the surviving party.

WHEREAS, **DIANE UPRIGHT** owns one hundred percent (100%) of the issued and outstanding membership interests in **DUFA NY**; and

WHEREAS, **DIANE UPRIGHT**, AS TRUSTEE OF TRUST AGREEMENT OF **DIANE W. UPRIGHT DATED MAY 25, 1999, AS AMENDED AND RESTATED**, a grantor trust, owns one hundred percent (100%) of the issued and outstanding membership interests in **DUFA FL**; and

WHEREAS, **DUFA NY** and **DUFA FL** desire to enter into this Agreement for the merger of **DUFA NY** with and into **DUFA FL**.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound do hereby agree as follows:

1. **Merger**. On and as of the Effective Date (as defined herein), **DUFA NY** shall be merged with and into **DUFA FL** in accordance with the laws of New York and Florida and this Agreement.

2. **Surviving Entity**. On and as of the Effective Date, the separate existence of **DUFA NY** shall cease, and **DUFA FL** shall be the surviving entity, which shall continue as a limited liability company under the laws of the State of Florida.

3. **Terms and Conditions of Merger**. The terms and conditions of the merger are as follows:

a. **Assumption of Assets**. All property, rights, privileges, powers, trademarks, licenses, registrations and other assets of every kind and

description of DUFA NY shall be transferred to and vested in DUFA FL without further act or deed.

- b. Assumption of Obligations. All obligations of DUFA NY shall become obligations of DUFA FL.

4. Certificate of Formation and Operating Agreement. The Articles of Organization and Operating Agreement of DUFA FL immediately prior to the merger shall survive as the Articles of Organization and Operating Agreement of the surviving party.

5. Effective Date. The date of filing of the Certificate of Merger with the Florida Department of State shall be the effective date of this merger (the "Effective Date").

6. Membership Interests.

a. Membership interests of DUFA NY immediately prior to the Effective Date shall not be converted in any manner, but each said interests which are issued immediately prior to Effective Date shall be surrendered and extinguished. There shall be no changes to the membership interests of DUFA FL.

b. Upon the Effective Date, all rights in respect of membership interests of DUFA NY shall be canceled. There shall be no change in the rights to acquire membership interests in DUFA FL.

7. Managing Member. DUFA FL is the surviving entity and it is to be member-managed in accordance with its Operating Agreement and the laws of the State of Florida. The name and address of the managing member is DIANE UPRIGHT, AS TRUSTEE OF TRUST AGREEMENT OF DIANE W. UPRIGHT DATED MAY 25, 1999, AS AMENDED AND RESTATED, 404 South Beach Road, Hobe Sound, Florida 33455.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

MERGING PARTY:

DIANE UPRIGHT FINE ARTS, LLC, a New York limited liability company

By: *Diane Upright*
Diane Upright, Managing Member

SURVIVING PARTY:

DIANE UPRIGHT FINE ARTS, LLC, a Florida limited liability company

BY: TRUST AGREEMENT OF DIANE W. UPRIGHT DATED MAY 25, 1999, AS AMENDED AND RESTATED, as Managing Member

By: *Diane Upright*
Diane Upright, Trustee

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