

L110000054095

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

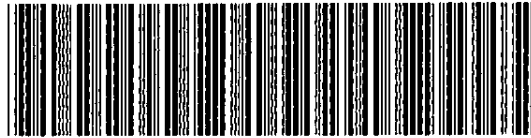
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

B. KOHR
MAY 25 2011
EXAMINER



600207367286

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2011 MAY 25 PM 1:39
NOT RETURNED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 MAY 25 PM 3:35



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 790131 4331939
AUTHORIZATION : *[Signature]*
COST LIMIT : \$50.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 MAY 25 PM 3:35

ORDER DATE : May 25, 2011
ORDER TIME : 1:06 PM
ORDER NO. : 790131-005
CUSTOMER NO: 4331939

ARTICLES OF MERGER

LYME TECHNOLOGY, LLC

INTO

LYME TECHNOLOGY, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 MAY 25 PM 3:36

ARTICLES OF MERGER
OF
LYME TECHNOLOGY, LLC (a Connecticut limited liability company)
WITH AND INTO
LYME TECHNOLOGY, LLC (a Florida limited liability company)

Pursuant to the provisions of Sections 608.4382, *et. seq.* of the Florida Statutes, the undersigned hereby certify that:

1. **Lyme Technology, LLC**, a Connecticut Limited Liability Company (the "**Constituent Limited Liability Company**") shall be merged with and into **Lyme Technology, LLC**, a Florida Limited Liability Company (the "**Surviving Limited Liability Company**"), which shall be the surviving limited liability company (such merger, the "**Merger**").

2. The Agreement and Plan of Merger, dated as of May 21, 2011, pursuant to which the Merger was approved and a copy of which is attached hereto as Exhibit A, was executed and adopted by the Constituent Limited Liability Company and the Surviving Limited Liability Company in accordance with the Connecticut General Assembly and the Florida Statutes, and approved by the members and manager of the Constituent Limited Liability Company and the members and manager of the Surviving Limited Liability Company by respective written consents dated as of May 21, 2011.

3. The address of the principal office of the Surviving Limited Liability Company is 801 West Fern Drive, Boca Raton, FL 33432.

4. The Merger shall become effective upon the filing of these Articles of Merger (the "**Effective Date**").

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Limited Liability Company and the Surviving Limited Liability Company by their respective manager as of the 21 day of March, 2011.

Lyme Technology, LLC, a Connecticut Limited Liability Company

By: 

Name: Gerald Gagliardi
Title: Manager

Lyme Technology, a Florida Limited Liability Company

By: 

Name: Gerald Gagliardi
Title: Manager

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER
OF
LYME TECHNOLOGY, LLC (a Connecticut limited liability company)
AND
LYME TECHNOLOGY, LLC (a Florida limited liability company)

This Agreement and Plan of Merger (this "**Plan of Merger**") dated as of May 21, 2011 is made by and between **LYME TECHNOLOGY, LLC**, a Connecticut Limited Liability Company (the "**Constituent Limited Liability Company**"), and **LYME TECHNOLOGY, LLC**, a Florida Limited Liability Company (the "**Limited Liability Company**" or the "**Surviving Limited Liability Company**").

AGREEMENT

1. On the Effective Date (as defined in paragraph 6), in accordance with the provisions of this Plan of Merger and the provisions of the Florida Statutes, pursuant to the terms of a Merger Agreement (the "**Merger Agreement**"), the Constituent Limited Liability Company shall be merged with and into the Limited Liability Company, which shall be the surviving entity (the "**Merger**") and the separate existence of the Constituent Limited Liability Company shall cease. The Limited Liability Company shall continue unaffected and unimpaired by the Merger and shall possess and retain every interest of the Constituent Limited Liability Company in all assets and properties of every description and wherever located. The rights, privileges, immunities, powers, franchises, and authority, public as well as private, of the Constituent Limited Liability Company shall be vested in the Surviving Limited Liability Company without further act. All obligations due to the Constituent Limited Liability Company shall be vested in the Surviving Limited Liability Company without further act. The Surviving Limited Liability Company shall be liable for all of the obligations of the Constituent Limited Liability Company existing as of the Effective Date.

2. The Articles of Organization of the Limited Liability Company as in effect on the Effective Date shall remain in effect and be the Articles of Organization of the Surviving Limited Liability Company, which may be amended from time to time after the Effective Date as provided by law.

3. The Operating Agreement of the Limited Liability Company as in effect on the Effective Date shall remain in effect and be the Operating Agreement of the Surviving Limited Liability Company, which may be amended from time to time after the Effective Date as provided by law and such Operating Agreement.

4. From and after the Effective Date, the Members of the Limited Liability Company immediately prior to the Effective Date shall be the Members of the Surviving Limited Liability Company. The sole Manager of the Limited Liability Company and his business address are as follows:

Gerald Gagliardi

801 West Fern Drive
Boca Raton, FL 33432

5. Immediately prior to the Merger, the Constituent Limited Liability Company is wholly-owned by the Members ("Members") of the Surviving Limited Liability Company. As a result of the this fact, the issuance of membership interest certificates in the Surviving Limited Liability Company to the Member, as the member of the Constituent Limited Liability Company, would not have any economic significance. Therefore, no membership interest certificates of the Surviving Limited Liability Company are being issued to the Members of the Constituent Limited Liability Company in the Merger.

6. The Merger shall become effective on the day that the Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Date").

7. The proper officers of the Constituent Limited Liability Company and the Surviving Limited Liability Company, respectively, are duly authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instructions, papers, and documents, that shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger.

IN WITNESS WHEREOF, the Constituent Limited Liability Company and the Limited Liability Company have caused this Plan of Merger to be signed by their respective manager.

LYME TECHNOLOGY, LLC, a Connecticut
Limited Liability Company

By: 

Name: Gerald Gagliardi
Title: Manager

LYME TECHNOLOGY, LLC, a Florida Limited
Liability Company

By: 

Name: Gerald Gagliardi
Title: Manager