

Division of Corporations

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Florida Department of State
Division of Corporations
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Division of Corporations
Fax Number : (850) 617-6380

Michelle Narea-Popu

From:

Account Name : GREENSPOON MARDER, P.A.
Account Number : 075064003722
Phone : (888) 491-1120
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**MERGER OR SHARE EXCHANGE
SUKDOW, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$58.75

\$80.00

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Fax Message

To: 18506176380
Fax: 18506176380
From: Michelle Narea-Popu
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Date: 6/1/2011 11:59 AM
Pages: 1 of 8 (including this page)
Subject: SUKDOW - MERGER

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GM-FTL-FAX -> 850-617-6381 Greenspoon Marder, P.A.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER
FOR
SUKDOW, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

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TALLAHASSEE, FLORIDA

The undersigned desiring to file and submit this Certificate of Merger of a limited liability company pursuant to Florida Law as set forth in Section 608.4382, of the Florida Statutes, and hereby state the following:

1. NAME AND JURISDICTION OF MERGING PARTY ARE AS FOLLOWS:

- a. SUKDOW, LLC, is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, organized on June 8, 2006, under File No. 4171652 ("Delaware LLC")
- b. SUKDOW, LLC, is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, organized on May 31, 2011, under Document No. L 1100006357 ("Company").

2. NAME AND JURISDICTION OF SURVIVING PARTY IS AS FOLLOWS:

The Surviving Entity in this merger is SUKDOW, LLC, is a Florida limited liability ("Surviving Entity"), having a principal mailing address of 12560 North Stonebrook Circle, Davie, Florida 33330.

3. AUTHORIZATION.

The merger was authorized, approved and adopted by unanimous consent by the Members of the Company on April 15, 2011, in accordance with its governing law and in accordance with the provisions of the operating agreement, if any; and

The merger was authorized, approved and adopted by unanimous consent by the Members of the Delaware LLC on April 15, 2011, in accordance with its governing law and in accordance with the provisions of the operating agreement, if any.

4. PLAN OF MERGER. Attached as Exhibit "A" is a complete copy of the Plan and Agreement of Merger as approved by each respective merging party in accordance with the applicable laws of the State under which said entity is organized.

5. EFFECTIVE DATE. This Certificate of Merger shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned authorized representative of each limited liability company executed this certificate of merger the 15 day of April, 2011.

SUKDOW, LLC, a Florida limited liability company

By: [Signature]
Erica Ruble-Lucena, Manager

SUKDOW, LLC, a Delaware limited liability company

By: [Signature]
Erica L. Ruble-Lucena, Manager

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PLAN AND AGREEMENT OF MERGER
LIMITED LIABILITY COMPANY

THIS PLAN AND AGREEMENT OF MERGER is made this 15th day of April, 2011, by and between SUKDOW, LLC, a limited liability company formed and existing under the laws of the State of Delaware (hereinafter referred to as the "Merging Company") and SUKDOW, LLC, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as the "Company").

WHEREAS, the Manager and Members of the Merging Company and the Manager and Members of the Company deem it advisable and generally in the best interests of the respective parties and their respective Members that the parties effect a merger (the "Merger") pursuant to the applicable corporate laws, with the Company being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Merger. At the Effective Time (as defined in Section 5 hereof), Merging Company will be merged with and into the Company in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida and Delaware law as follows:

- (a) Each percentage interest of Membership Interest of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive the same percentage interest of Membership Interest of the Company, as the surviving entity. All of the percentage interest of the Membership Interest of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The percentage interest of the Membership Interest of the Company that is issued and outstanding immediately prior to the Effective Time shall automatically be canceled, shall cease to exist and shall no longer be outstanding at the Effective Time.
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a Merging Company Membership Interest, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive that percentage interest of Membership Interest of the Company as provided in this Section 1. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the Company shall issue the percentage interest of Membership Interest attributable to such certificate, agreement or other

Instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the Company's Membership Interest thereby.

2. Effect of Merger. At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the Company and the Company, a Florida limited liability company, will be the surviving entity pursuant to the terms of the Certificate of Merger; (b) the Articles of Organization and Operating Agreement of the Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership Interest of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided above; (d) The Membership Interest of the Company outstanding immediately prior to the Effective Time shall be cancelled as provided above; (e) the Member of the Merging Company receiving the Membership Interests of the Company as set forth above shall be the Member of the Company as the surviving entity, and the Manager of the Company shall be the Manager of the Company as the surviving entity; (f) and the Merger shall have all of the effects provided by applicable law.

3. Filing. The Company and the Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida, and the Company and Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Georgia.

4. Conduct of the Merging Company and the Company.

(a) Until the Effective Time each of Merging Company and the Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

(b) Prior to the Effective Time, the Member of the Company and the Member of the Merging Company shall have approved and adopted this Agreement and Plan of Merger and the terms of the Merger contemplated herein.

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

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the Company as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be

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In any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. Further Assurances. If, at any time after the Effective Time, the Company shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Company and the Company acquired or to be acquired by reason of, or as a result of, the Merger, Merging Company and the Company agree that such entities and their proper officers and managers shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Company and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers and managers of the Company are fully authorized and directed in the name of the Merging Company and the Company or otherwise to take any and all such actions.

8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.

9. Termination. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 15 day of April, 2011.

SUKDOW, LLC, a Delaware limited liability company

Witness Name: Jennifer Williams

By: [Signature]
Erica Ruble-Lucena, Manager

SUKDOW, LLC, a Florida limited liability company

Witness Name: Jennifer Williams

By: [Signature]
Erica Ruble-Lucena, Manager

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