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Division of Corporations

Florida Department of State

Division of Corporations

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To:

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

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Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
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Fax Number : (561)694-1639

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MERGER OR SHARE EXCHANGE

Global Rental E&P LLC

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$50.00

OCT 29 2015

RAMSEY

Articles of Merger
For
Florida Limited Liability Company

FILED
2015 OCT 28 PM 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GLOBAL RENTAL E & P LLC	FLORIDA	LLC
GLOBAL RENTAL E & P LLC	DELAWARE	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GLOBAL RENTAL E & P LLC	DELAWARE	LLC

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:
- _____
- _____
- _____

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

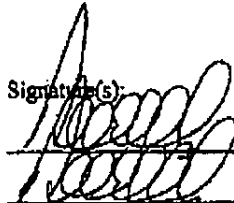
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

GLOBAL RENTAL E & P LLC, DELAWARE

GLOBAL RENTAL E & P LLC, FLORIDA

Signature(s):



Typed or Printed

Name of Individual:

PEDRO VIANA

PEDRO VIANA

Corporations:

 Chairman, Vice Chairman, President or Officer
 (If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

<u>Fees:</u>	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	<u>Certified Copy (optional):</u>	\$30.00

PLAN OF MERGER

BETWEEN

GLOBAL RENTAL E&P, a Florida limited liability company AND
GLOBAL RENTAL E&P, a Delaware limited liability company

THIS PLAN OF MERGER ("Plan") is entered into this 20th day of October 2015 by and between GLOBAL RENTAL E&P LLC, a Florida limited liability company ("Global Rental Florida") and GLOBAL RENTAL E&P LLC, a Delaware limited liability company ("Global Rental Delaware").

WITNESSETH

WHEREAS, the Manager of GLOBAL RENTAL FLORIDA and the Manager of GLOBAL RENTAL DELAWARE deem it desirable and in the best business interests of Global Rental Florida and its members and Global Rental Delaware and its members that Global Rental Florida be merged into Global Rental Delaware upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, Global Rental Florida shall be merged into Global Rental Delaware, forming one entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be the Manager of GLOBAL RENTAL DELAWARE shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to

properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

Section 4. Regulations. The Operating Agreement of GLOBAL RENTAL DELAWARE in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Operating Agreement of the Surviving Entity after the Effective Date.

Section 5. Articles of Organization of GLOBAL RENTAL DELAWARE. The Articles of Organization of GLOBAL RENTAL DELAWARE as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

Section 6. Manager(s). The Manager(s) of GLOBAL RENTAL DELAWARE immediately prior to the Effective Date shall constitute the Manager(s) of the Surviving Entity after the Effective Date until his or her successor(s) shall have been elected and qualified as provided in the Operating Agreement of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Membership Interests at the Effective Date

Each membership interest of GLOBAL RENTAL FLORIDA issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) GLOBAL RENTAL FLORIDA and GLOBAL RENTAL DELAWARE shall become a single entity of which GLOBAL RENTAL DELAWARE shall be the Surviving Entity and continue its existence under the laws of the State of Delaware. The name of the Surviving Entity shall be GLOBAL RENTAL E&P LLC, a Delaware limited liability company.

(b) The separate existence of Global RENTAL FLORIDA shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of GLOBAL RENTAL FLORIDA. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to GLOBAL RENTAL FLORIDA shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in GLOBAL RENTAL FLORIDA shall not revert or be in any way impaired

by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of GLOBAL RENTAL FLORIDA. The Merger shall impair neither the rights of creditors nor any liens upon the property of GLOBAL RENTAL FLORIDA.

Section 2. Manner and Basis of Converting Interests. The authorized membership units of GLOBAL RENTAL DELAWARE are 100 units. The authorized membership units of GLOBAL RENTAL FLORIDA are 100 units. Each membership unit ("Unit") of GLOBAL RENTAL FLORIDA represents ownership interest in GLOBAL RENTAL FLORIDA. Each Unit of GLOBAL RENTAL FLORIDA issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one membership Unit of GLOBAL RENTAL DELAWARE, the Surviving Entity, upon the effective date of the Merger, and each Unit representing ownership of GLOBAL RENTAL FLORIDA immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of Units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

GLOBAL RENTAL FLORIDA.

GLOBAL RENTAL FLORIDA represents and warrants to GLOBAL RENTAL DELAWARE as follows:

Due Organization, Etc. GLOBAL RENTAL FLORIDA is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to GLOBAL RENTAL DELAWARE.

ARTICLE 5

Representations and Warranties of

GLOBAL RENTAL DELAWARE

GLOBAL RENTAL DELAWARE represents and warrants to GLOBAL RENTAL FLORIDA as follows:

Due Organization, Etc. GLOBAL RENTAL DELAWARE is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware and satisfactory evidence of such good standing has been or will promptly be delivered to GLOBAL RENTAL FLORIDA.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

ARTICLE 7

Managers

The name and business address of the Manager(s) of GLOBAL RENTAL DELAWARE is as follows:

Pedro Viana
2665 South Bayshore Drive
Suite 703
Miami, Florida 33133

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Associates, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with GLOBAL RENTAL FLORIDA and GLOBAL RENTAL DELAWARE, either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

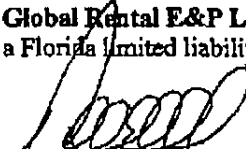
Section 6. Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

Section 7. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.


Global Rental E&P LLC,
a Florida limited liability company

By:


Pedro Viana, Manager

Global Rental E&P LLC,
a Delaware limited liability company

By:


Pedro Viana, Manager