

L1100V125030Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H11000292864 3)))



H110002928643ABC0

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 14 PM 12:55

To:

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

From:

Account Name : EXPRESS CORPORATE FILING SERVICE INC.
Account Number : I20000000146
Phone : (305) 444-4994
Fax Number : (305) 444-4977

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

MERGER OR SHARE EXCHANGE
ARTECH 135 INVESTMENT, LLC

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	\$68.75

B. KOHR

DEC 22 2011

EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help

Original
date of
the 12/14

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 14 PM 12:55

EXHIBIT "A"

ARTICLES OF MERGER

OF

ARTECH 135, CORP.

AND ARTECH 135 INVESTMENT, LLC

PURSUANT TO the provisions of Section 607.1109 and Section 608.4382 of the Florida Statutes, the undersigned hereby certify that:

FIRST: That a Plan of Merger has been entered into as of the 2nd day of December 2011, by and among ARTECH 135 INVESTMENT, LLC ("LLC") and ARTECH 135, CORP. ("CORPORATION") ("Plan of Merger").

SECOND: That the name and state of each of the constituent corporations is ARTECH 135, CORP., a Florida corporation, and ARTECH 135 INVESTMENT, LLC, a Florida limited liability company. The Plan of Merger provides for the merger of ARTECH 135, CORP. into ARTECH 135 INVESTMENT, LLC.

THIRD: That the name of the surviving company is ARTECH 135 INVESTMENT, LLC.

FOURTH: That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Board of Directors and Shareholders of ARTECH 135, CORP. on the 2nd day of December 2011 and by the Managers and Members of ARTECH 135 INVESTMENT, LLC on the 2nd day of December, 2011.

FIFTH: After the effective date of the merger, the Articles of Organization of the surviving entity shall be identical to the surviving entity's Articles of Organization prior to the merger.

SIXTH: That the Plan of Merger is on file at the principal place of business of ARTECH 135 INVESTMENT, LLC, the surviving entity, the address of which is 2665 S. Bayshore Drive, Suite 703, Miami, Florida 33133.

SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

EIGHTH: The authorized capital stock of CORPORATION is 100,000 common shares, at \$1 par value. The membership interests of LLC are one hundred (100) units. Each unit in LLC ("Unit") represents ownership interest in LLC. Each common share of CORPORATION issued and outstanding immediately prior to the Effective Date of the merger as that term is defined in Article I,

ARTECH 135 INVESTMENT LLC
ARTICLES OF MERGER


P09000073539

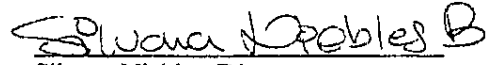
Section 2 of the Plan of Merger ("Effective Date"), by reason of the merger, shall be converted into one (1) membership Unit of LLC, the surviving entity, upon the Effective Date of the merger, and each share of CORPORATION immediately prior to the Effective Date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of one (1) fully paid membership interest of the surviving entity.

NINTH: That the merger of ARTECH 135, CORP. into ARTECH 135 INVESTMENT, LLC shall become effective on the Effective Date.

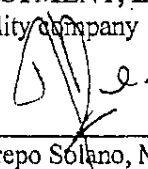
IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 2nd day of December, 2011.

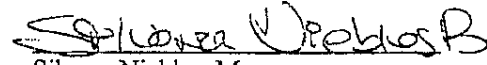
ARTECH 135, CORP.
a Florida Corporation

By: 
Federico Restrepo Solano, Director

By: 
Silvana Niebles, Director

ARTECH 135 INVESTMENT, LLC,
a Florida limited liability company

By: 
Federico Restrepo Solano, Manager

By: 
Silvana Niebles, Manager

By: 
Fernan Rodriguez, Manager

PLAN OF MERGER

BETWEEN

ARTECH 135 CORP.

AND ARTECH 135 INVESTMENT, LLC

THIS PLAN OF MERGER ("Plan") is entered into this 2nd day of December 2011 between ARTECH 135 CORP., a Florida corporation ("CORPORATION") and ARTECH 135 INVESTMENT, LLC a Florida limited liability company ("LLC").

WITNESSETH

WHEREAS, the Board of Directors of CORPORATION and the Managers of LLC deem it desirable and in the best business interests of CORPORATION and its stockholders and LLC and its members that CORPORATION be merged into LLC 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 of this Article I, CORPORATION shall be merged into LLC, 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") of this Plan and the Articles of Merger. Articles of Merger are attached hereto as Exhibit "A" (the "Articles of Merger").

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 Directors of CORPORATION 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 LLC 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 LLC. The Articles of Organization of LLC, 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. Managers. The Managers of LLC immediately prior to the Effective Date shall constitute the Managers of the Surviving Entity after the Effective Date until their successors shall have been elected and qualified as provided in the Operating Agreement of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of CORPORATION 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: CORPORATION and LLC shall become a single entity of which LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be **ARTECH 135 INVESTMENT, LLC**. For purposes of the Internal Revenue Code (I.R.C.) as amended in 1986, upon the Effective Date:

- (a) The separate existence of CORPORATION shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of CORPORATION.
- (b) All property, real, personal and mixed, debts and all other chose in action and all and every other interest of or belonging to or due to CORPORATION shall be transferred to the Surviving Entity.
- (c) The title to any real estate, or any interest therein, vested in CORPORATION 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 CORPORATION.

- (d) The Merger shall not impair neither the rights of creditors nor any liens upon the property of CORPORATION.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of CORPORATION is 100,000 common shares, at \$1 par value. The membership interests of LLC are one hundred (100) units. Each unit in LLC ("Unit") represents an ownership interest in LLC. Each common share of CORPORATION issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into one (1) membership Unit of LLC, the Surviving Entity, upon the effective date of the Merger, and each share of CORPORATION immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of one (1) fully paid membership interest of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

ARTECH 135 INVESTMENT, LLC

LLC represents and warrants to CORPORATION as follows:

Due Organization. LLC is a duly organized and validly existing limited liability company in good standing under the laws of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to CORPORATION.

ARTICLE 5

Representations and Warranties of

ARTECH 135 CORP.

CORPORATION represents and warrants to LLC as follows:

Due Incorporation. CORPORATION is a duly organized and validly existing corporation 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 LLC.

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

Pursuant to Section 607.1101(2)(a) of the Florida Statutes, the name and business address of the Managers of LLC is as follows:

Fernan Rodriguez
2665 South Bayshore Drive, Suite 703
Miami, Florida 33133

Federico Restrepo Solano
2665 South Bayshore Drive, Suite 703
Miami, Florida 33133

Silvana Botero
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 ARTECH 135 INVESTMENT, LLC, the address of which is 2665 South Bayshore Drive, Suite 703, Miami, Florida 33133, 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 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 breach in other instances or a waiver of any other breach of any other term, covenant, representation or warranty.

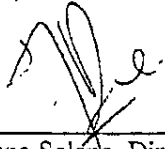
Section 4. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5. 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 6. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

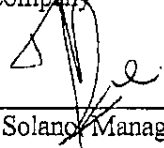
IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

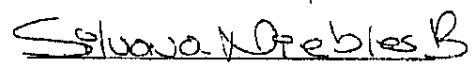
ARTECH 135, CORP.,
a Florida Corporation

By: 
Federico Restrepo Solano, Director

By: 
Silvana Niebles Director

ARTECH 135 INVESTMENT, LLC,
a Florida limited liability company

By: 
Federico Restrepo Solano Manager

By: 
Silvana Niebles, Manager

By: 
Fernan Rodriguez, Manager