

#L12000024163

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

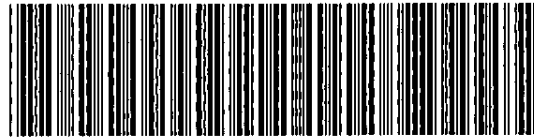
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

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300224153653

EFFECTIVE DATE  
3-30-2012

RECEIVED  
DEPARTMENT OF STATE  
12 MAR 27 PM 4:15

FILED  
12 MAR 27 AM 9:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

K. SALY  
EXAMINER

MAR 28 2012



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 145685 4728469

AUTHORIZATION :

A handwritten signature in black ink, appearing to read "Lyndee", written over the word "AUTHORIZATION".

COST LIMIT : \$50.00

ORDER DATE : March 27, 2012

ORDER TIME : 3:49 PM

ORDER NO. : 145685-020

CUSTOMER NO: 4728469

ARTICLES OF MERGER

HIP INNOVATION TECHNOLOGY LLC

INTO

HIP INNOVATION TECHNOLOGY LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY  
☒ PLAIN STAMPED COPY

CONTACT PERSON: Becky Peirce

EXAMINER'S INITIALS: \_\_\_\_\_

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Hip Innovation Technology LLC  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

David S. Blatteis

Contact Person

Norris McLaughlin & Marcus, P.A.

Firm/Company

721 Route 202-206, Suite 200

Address

Bridgewater, New Jersey 08807

City, State and Zip Code

dsblatteis@nmmlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David S. Blatteis

Name of Contact Person

at ( 908 )

722-0700  
Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

EFFECTIVE DATE  
3-30-2012

**Certificate of Merger  
For  
Florida Limited Liability Company**

FILED  
12 MAR 27 AM 9:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Hip Innovation Technology LLC	Florida	Limited Liability Company
Hip Innovation Technology LLC	New Jersey	Limited Liability Company

**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>
Hip Innovation Technology LLC	Florida	Limited Liability Company

#L12000024163

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, 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 state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the 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:

March 30, 2012

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_


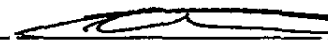
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Hip Innovation Technology LLC		George Diamantoni
Hip Innovation Technology LLC		George Diamantoni

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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 a member or authorized representative

<b><u>Fees:</u></b> 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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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EFFECTIVE DATE  
3-30-2012

FILED  
12 MAR 27 AM 9:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER  
OF  
HIP INNOVATION TECHNOLOGY LLC, a New Jersey limited liability company  
INTO  
HIP INNOVATION TECHNOLOGY LLC, a Florida limited liability company

This Agreement and Plan of Merger (this "Agreement") of HIP INNOVATION TECHNOLOGY LLC, a New Jersey limited liability company (the "Company") with and into HIP INNOVATION TECHNOLOGY LLC, a Florida limited liability company (the "Surviving Company"), is made as of this \_\_\_\_ day of March, 2012.

WITNESSETH

WHEREAS, both the Company and the Surviving Company desire to merge their operations into a single entity to effectuate a transfer of the business operations and corporate headquarters from New Jersey to Florida; and

WHEREAS, (a) the respective manager and all of the voting members of the Company and (b) the sole member of the Surviving Company have determined that it is in the best interest of the Company and the Surviving Company that the Company merge with and into the Surviving Company in accordance with the New Jersey Limited Liability Company Act N.J.S.A. 42:2B-1 et seq. and the Florida Limited Liability Company Act Fla. Stat. §§ 608.401 et seq.

NOW, THEREFORE, the parties set forth the following Agreement:

1. Merger/Surviving Company. Subject to the consent of (a) the manager and all of the voting members of the Company and (b) the sole member of the Surviving Company, within thirty (30) days of the date hereof (provided, however, that the manager and voting members of the Company and sole member of the Surviving Company may extend such period in their reasonable discretion), the Company shall merge with and into the Surviving Company. The percentage of members of the Company and percentage of members of the Surviving Company required to consent to the proposed merger shall be determined by the governing documents of each respective entity; provided, however, that in the absence of such governing documents, such requirements shall be governed by applicable state law. Following receipt of the consents referred to in this Section, the parties shall file Articles or Certificates of Merger, as required by applicable law.

2. Effective Date. The merger shall be effective as of the latter of the effective date of the filing of the Certificate of Merger or March 30, 2012 (the "Effective Date").

3. Terms and Conditions of Merger. On the Effective Date, the following shall apply:

3.1. The separate existence of the Company shall cease and the Surviving Company shall continue in existence as the surviving entity in the merger.

3.2. The Surviving Company shall thereupon and thereafter possess all the rights, privileges, powers, immunities, causes of action, purposes and franchises, both public and private, of the Company and the Surviving Company.

3.3. All real and personal property, tangible and intangible, of every kind and description belonging to each of the Company and the Surviving Company shall be vested in the Surviving Company without further action or deed, and the title to any real estate, or any interest therein, vested in any of the Company or the Surviving Company shall not revert or be in any way impaired by reason of the merger.

3.4. The Surviving Company shall be liable for all of the obligations and liabilities of the Company and any claim existing or action or proceeding pending by or against the Company may be prosecuted to judgment by or against the Surviving Company as if the merger had not taken place or the Surviving Company may be substituted in place of the Company. Neither the rights of the creditors nor any liens on the property of the Company shall be impaired by the merger.

3.5. The assets and liabilities of the Company as of the Effective Date shall be taken onto the books of the Surviving Company at the amounts at which they are carried on the books of the Company.

3.6. On the Effective Date, each issued and outstanding Class A and Class B Unit of the Company's Members at such time shall, without additional requirements or any other action, be converted into one respective Class A or Class B Unit of the Surviving Company, and, thereafter, outstanding certificates, if any, representing the Class A or Class B Units of the Company shall represent the same number of Class A or Class B Units of the Surviving Company.

3.7. On the Effective Date, (a) all issued and outstanding Class A and Class B Units of the Company shall be cancelled and retired and no payment shall be made with respect thereto, and (b) each authorized and unissued Class A and Class B Unit of the Company shall be cancelled and retired, and no payment shall be made with respect thereto.

3.8. The Certificate of Formation of the Surviving Company as in effect on the Effective Date shall be and shall continue to be the Certificate of Formation of the Surviving Company until altered, amended, changed or repealed as provided by law. The parties acknowledge that, as of the date of this Agreement, the Surviving Company has no Operating Agreement in place, and the members of the Surviving Company shall promptly, as of the Effective Date, adopt an Operating Agreement of the Surviving Company, substantially in the same form and substance as the Operating Agreement of the Company.

4. Availability of Agreement. A copy of this Agreement will be furnished by the Surviving Company, on request and without cost, to any member of the Company or to any



member of the Surviving Company. An executed copy of this Agreement will be on file at the principal offices of the Surviving Company.

5. Manager: As of the Effective Date, the name and address of the Manager of the Surviving Company is as follows:

George Diamantoni  
6579 Northwest 13th Court  
Plantation, Florida 33313

6. Abandonment Provision. This Agreement may be abandoned at any time prior to the filing of the Certificate of Merger with the Florida Department of State by mutual consent of the parties. In the event of abandonment of this Agreement, this Agreement shall become null and void and there shall be no liability or obligation on the part of any party.

7. Further Assurances. If at any time the Surviving Company and/or the Company determine that additional conveyances, documents or other actions are necessary to carry out the provisions of this Agreement, it is understood and agreed by the parties that the Surviving Company shall have the authority to execute such conveyances or documents and take such actions on behalf of any of the Company as may be required to carry out the purposes and provisions of this Agreement.

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

**HIP INNOVATION  
TECHNOLOGY LLC**  
a New Jersey limited liability company

**HIP INNOVATION  
TECHNOLOGY LLC**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: George Diamantoni  
Title: Manager

By: \_\_\_\_\_  
Name: George Diamantoni  
Title: Sole Member

Dated: As of March \_\_\_\_, 2012