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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

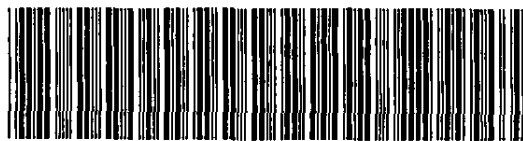
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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04/29/13--01023--028 **75.00

EFFECTIVE DATE

4-30-13

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
13 APR 29 PM 2:29

Merger

MAY - 2 2013

T. BROWN

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Couch Aggregates 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:

Jonathan Holloway

Contact Person

Holloway Law Firm

Firm/Company

369 N. Main Street

Address

Crestview, FL 32536

City, State and Zip Code

jholloway@okaloosalaw.com

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

For further information concerning this matter, please call:

Jonathan Holloway at (850) 398-6808

Name of Contact Person

Area Code and Daytime Telephone Number

☐

Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 APR 29 PM 2:29

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

EFFECTIVE DATE
4-30-13

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>
Couch Aggregates North LLC	Florida	LLC
Couch Aggregates South LLC	Florida	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>
Couch Aggregates LLC	Florida	LLC

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:

April 30, 2013

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:

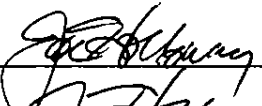

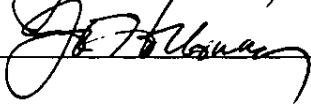
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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:
Couch Aggregates North LLC		Jonathan T. Holloway
Couch Aggregates South LLC		Jonathan T. Holloway
Couch Aggregates LLC		Jonathan T. Holloway

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 a member or authorized representative

<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
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into by and between Couch Aggregates LLC, a Florida limited liability company (the "Parent"), and Couch Aggregates North LLC, a Florida limited liability company ("CAN") and Couch Aggregates South LLC, a Florida limited liability company ("CAS") (CAN and CAS collectively, the "Subsidiaries"), as of April 30, 2013.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Merger.

1.1 Surviving Entity. Upon the time of filing (the "Effective Time") of a Certificate of Merger with the Secretary of State of the State of Florida:

(a) the Subsidiaries shall be merged with and into the Parent (the "Merger") in accordance with Section 608.438 of the Florida Statutes;

(b) the Parent shall be the surviving company of the Merger (hereinafter sometimes called the "Surviving LLC");

(c) the identity, existence, rights, privileges, powers, franchises, properties and assets of the Parent shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving LLC; and

(d) the identity and separate existence of the Subsidiaries shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the Subsidiary shall be vested in the Surviving LLC.

1.2 Operating Agreement, Members, and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement of the Parent shall be the Operating Agreement of the Surviving LLC, and any officers of the Parent in office immediately prior to the Effective Time shall become the officers of the Surviving LLC as of the Effective Time.

1.3 Membership Interest Conversion. At the Effective Time each membership interest in the Subsidiaries outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Subsidiaries or the Parent, be canceled; and all of the membership interests in the Parent outstanding prior to the Merger shall remain outstanding membership interests in the Surviving LLC following the Merger.

2. General.

2.1 Condition to the Merger. The Merger shall have been duly authorized by both the Parent and the Subsidiaries prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida effecting the Merger.

2.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the consent of either the members of the Parent or the members of the Subsidiaries. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, managers or members shall have any liability hereunder.

2.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the date first written above.

PARENT:

Couch Aggregates LLC

By: 

Name: Jonathan T. Holloway

Title: MGRM

SUBSIDIARY:

Couch Aggregates North LLC

By: Couch Aggregates LLC, its sole member

By: 

Name: Jonathan T. Holloway

Title: MGRM

SUBSIDIARY:

Couch Aggregates South LLC

By: Couch Aggregates LLC, its sole member

By: 

Name: Jonathan T. Holloway

Title: MGRM