

L/2000157421

Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
DIESEL SILDIE, LLC**

Certificate of Status	0
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November 18, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

DIESEL SILDIE LLC
1900 MERIDIAN AVENUE
APT 202
MIAMI BEACH, FL 33139

SUBJECT: DIESEL SILDIE LLC
REF: L12000157421

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Effective January 1, 2014, all limited liability company forms must be submitted in accordance with the Revised Limited Liability Company Act, Chapter 605, Florida Statutes.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

FAX Aud. #: H14000267378
Letter Number: 214A00024424

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TALLAHASSEE, FL 32314

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414000267378

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: DIESEL SILDIE, 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:

OSCAR GRISALES-RACINI

(Contact Person)

GRSH LAW

(Firm/Company)

20801 BISCAYNE BLVD SUITE 306

(Address)

AVENTURA, FL 33180

(City, State and Zip Code)

For further information concerning this matter, please call:

SANDRA GOMEZ

(Name of Contact Person)

at (305) 792-0439

(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

FILED
2014 NOV 17 AM 11:00
CLERK OF STATE
TALLAHASSEE, FLORIDA

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

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605 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>
DIESEL SILDIE, 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>
DIESEL SILDIE, LLC	DELAWARE	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, 605, 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:

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:

Agents and Corporations, Inc.

1201 N. Orange Street, Suite 600

Wilmington, DE 19801

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.605, 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: _____

100 Lincoln Road #1533 Miami Beach, FL 33139

Mailing address: same as above

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.605 Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
DEESEL SILVER, LLC, a Florida Limited Liability Company		Ambrosio R. Fontes
DEESEL SILVER, LLC, a Florida Limited Liability Company		Stella M. Molinaro

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

Fees:

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

Certified Copy (optional): \$30.00

PLAN OF MERGER

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>
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see attachment A for complete Plan of Merger

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>
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THIRD: The terms and conditions of the merger are as follows:

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

ATTACHMENT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into by and among Diesel Sildie, LLC, a Delaware limited liability company, (the "Company"), and Diesel Sildie, LLC, a Florida limited liability company, (each the "Target"), as of August 21st 2014.

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 Delaware and the simultaneous filing of Articles of Merger with the Secretary of State of the State of Florida.

(a) The Targets shall be merged with and into the Company (the "Merger") in accordance with Florida Limited Liability Company Act and the Delaware Limited Liability Company Act.

(b) Diesel Sildie, LLC, a Delaware Limited Liability Company shall be the surviving company of the Merger (hereinafter sometimes called the "Surviving LLC").

(c) the identity, existence, rights, privileges, powers, properties and assets of the Targets 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 Targets shall cease, and all of the rights, privileges, powers, properties and assets of the Targets shall be vested in the Surviving LLC.

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

1.3 Membership Interest Conversion. At the Effective Time the membership interests in each Target outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Targets or the Company, be cancelled; and all of the membership interests in the Company 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 Company and the Target prior to the filing of the Articles of Merger and Certificate of Merger with the Secretaries of State of the States of Florida and Delaware, respectively, 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 member or manager of the Surviving LLC or the member or manager of the Targets. 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.

[The rest of this page intentionally left blank]

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

DIESEL SILDIE, LLC, a Delaware Liability Company

By: 
Name: _____
Title: _____

DIESEL SILDIE, LLC, a Florida Limited Liability Company

By: 
Name: _____
Title: _____