

9/9/2013 9:16:01 From: To: 8506176380

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Division of Corporations

Page 1 of 1

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To:

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

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

SEP 09 2013

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13 SEP -9 AM 9:31

FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
Dynamic Solutions Systems LLC

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$50.00

We are still waiting on this evidence 8/29

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Corporate Filing Menu

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13 AUG 29 PM 3:56

SECRETARY 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. 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>
<u>Dynamic Solutions Systems LLC</u>	<u>Florida</u>	<u>LLC</u>
<u>Dynamic Solutions Systems LLC</u>	<u>Massachusetts</u>	<u>LLC</u>

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>
<u>Dynamic Solutions Systems LLC</u>	<u>Massachusetts</u>	<u>LLC</u>

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:

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:

142 Commercial Street

Suite 304

Boston, MA 02109

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: 142 Commercial Street

Suite 304

Boston, MA 02109



Mailing address: 142 Commercial Street

Suite 304

Boston, MA 02109

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:
Dynamic Solutions Systems LLC		Sam Adams
Dynamic Solutions Systems LLC		Jim Adams

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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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>
Dynamic Solutions Systems LLC	Florida	LLC
Dynamic Solutions Systems LLC	Massachusetts	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>
Dynamic Solutions Systems LLC	Massachusetts	LLC

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

see the attached plan

(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:

see the attached plan

(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:

see the attached plan

(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:

see the attached plan

(Attach additional sheet if necessary)

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

see the attached plan

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER made this 21st day of August, 2013, by and between DYNAMIC SOLUTIONS SYSTEMS LLC, a Massachusetts limited liability company (the "Surviving Company"), and DYNAMIC SOLUTIONS SYSTEMS LLC, a Florida limited liability company (the "Merging Company") (the Surviving Company and the Merging Company being collectively referred to herein as the "Constituent Companies").

WITNESSETH

WHEREAS, the Surviving Company has two Members. Jonathan Williams Adkins holds 50% of the membership interest and Paul Ward Holzer holds 50% of the membership interest in the Surviving Company; and

WHEREAS, the Merging Company has two Members. Jonathan Williams Adkins holds 50% of the membership interest and Paul Ward Holzer holds 50% of the membership interest in the Merging Company; and

WHEREAS, the Members of each of the Constituent Companies have determined that it is advisable and in the best interests of the Constituent Companies that the Merging Company be merged with and into the Surviving Company;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Merging Company and the Surviving Company hereby make this Agreement and Plan of Merger and prescribe the terms and conditions of the merger of the Merging Company with and into the Surviving Company, as follows:

Article 1. On the Effective Date (as defined in Article 8), the Merging Company shall be merged with and into the Surviving Company and the Surviving Company, which shall not be a

new company, shall be the surviving limited liability company. The separate existence of the Merging Company shall cease upon the Effective Date.

Article 2. The name and purpose or purposes, powers, franchises, rights and immunities of the Surviving Company shall continue unaffected and unimpaired by the merger and shall all be as set forth in the Certificate of Organization of the Surviving Company. Such Certificate of Organization of the Surviving Company, as in effect immediately prior to the Effective Date shall, upon the merger becoming effective, be and continue in full force and effect as the Certificate of Organization of the Surviving Company unless and until the same are altered or amended as provided therein or in accordance with the laws of the Commonwealth of Massachusetts.

Article 3. The Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Date shall, upon the merger becoming effective, become and continue to be the Operating Agreement of the Surviving Company unless and until the same are altered, amended, or repealed in the manner provided by the laws of the Commonwealth of Massachusetts or said Operating Agreement.

Article 4. The manner and basis of converting the Membership Interests in the Merging Company into Membership Interests in the Surviving Company and the method of carrying the merger into effect are as follows:

(a) One hundred percent (100%) of the Membership Interests in the Merging Company at the Effective Date shall become null and void and one hundred percent (100%) of the Membership Interests in the Surviving Company shall remain unchanged without any action on the part of the holder thereof.

Article 5. On the Effective Date, all of the estate, property, rights, privileges, powers, and franchises of the Constituent Companies, and all of their property, real, personal and mixed, and all the debts due on whatever account to any of them, as well as all other things and causes of action belonging to any of them, shall be vested in the Surviving Company, and shall thereafter be the property of the Surviving Company as they were of each of the Constituent Companies, without further act or deed; and all claims, demands, property, and other interest shall be the property of the Surviving Company; and the title to all real property vested by deed or otherwise in any of the Constituent Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Company; provided, however, that the rights of creditors of any Constituent Company shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against any such Constituent Company, or any Member or Manager thereof, be released or impaired by the merger, but the Surviving Company shall be deemed to have assumed, and shall be liable for, all debts, liabilities, duties and obligations of each of the Constituent Companies in the same manner and in the same extent as if said Surviving Company had itself incurred such liabilities or obligations.

Article 6. The execution and delivery of this Agreement and Plan of Merger by the Constituent Companies does not, and the performance of this Agreement and Plan of Merger by the Constituent Companies will not, require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority, except for (i) applicable requirements, if any, of the Investment Advisers Act of 1940, as amended, and any applicable state securities or "blue sky" laws, as amended and (ii) filing of Certificates of Merger in accordance with Article 8 of this Agreement and Plan of Merger.

Article 7. The merger shall become effective upon, and the term "Effective Date" as used in this Agreement and Plan of Merger shall mean, the date of filing of the Certificate of Merger with the Secretary of the Commonwealth of Massachusetts.

Article 8. This Agreement and Plan of Merger may be terminated at any time prior to the Effective Date after action thereon by the Members of each Constituent Company.

Article 9. This Agreement and Plan of Merger shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and may not be altered or amended except pursuant to an instrument in writing signed on behalf of the parties thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused this Agreement and Plan of Merger to be executed by their respective Members, as a sealed document, all as of the date first above written.

DYNAMIC SOLUTIONS SYSTEMS LLC, a
Massachusetts limited liability company

By: 

Jonathan Williams Adkins

By: 

Paul Ward Holzer

DYNAMIC SOLUTIONS SYSTEMS LLC, a
Florida limited liability company

By: 

Jonathan Williams Adkins

By: 

Paul Ward Holzer

P11000083442



September 6, 2013

FLORIDA DEPARTMENT OF STATE
Division of CorporationsCASIN TRAVEL & ENTERTAINMENT CORP
8300 SW 8TH STREET
SUITE # 104
MIAMI, FL 33144USSUBJECT: CASIN TRAVEL & ENTERTAINMENT CORP
REF: P11000083442

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.

The current name of the entity is as referenced above. Please correct your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Rebekah White
Regulatory Specialist IIFAX Aud. #: H13000197901
Letter Number: 513A00021089

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13 SEP -9 PM12:38

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDANC
SEP 09 2013

R. WHITE

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

13 SEP -9 PM 3:40

FILED

P.O BOX 6327 - Tallahassee, Florida 32314