

L130000078294

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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(Business Entity Name)

(Document Number)

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06/21/13--01024--022 **55.00

13 AUG 12 PM 3:47

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Merger
@ 8.15.13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Black Dog GPS, 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:

James Rohde

Contact Person

Black Dog GPS, LLC

Firm/Company

947 39th Court

Address

West Palm Beach, Florida

City, State and Zip Code

bdgpsllc@gmail.com

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

For further information concerning this matter, please call:

William Eilers

Name of Contact Person

at (786) 2472624

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 18, 2013

JAMES ROHDE
BLACK DOG GPS, LLC
947 39TH COURT
WEST PALM BEACH, FL 33407

SUBJECT: BLACK DOG GPS, LLC
Ref. Number: L13000078294

We have received your document for BLACK DOG GPS, LLC and your check(s) totaling \$55.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The person executing the document must state beneath or opposite his or her signature his or her capacity, such as trustee, receiver, personal representative, court appointed fiduciary, etc.

Please provide the name and signature for both corporations in the space provided.

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.

Irene Albritton
Regulatory Specialist II

Letter Number: 113A00017457

RECEIVED

13 AUG 12 PM 2:10

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 24, 2013

JAMES ROHDE
BLACK DOG GPS, LLC
947 39TH COURT
WEST PALM BEACH, FL 33407

SUBJECT: BLACK DOG GPS, LLC
Ref. Number: L13000078294

We have received your document for BLACK DOG GPS, LLC and your check(s) totaling \$55.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Signatures of each party is required along with the typed/printed name of the individual signing the document.

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.

Irene Albritton
Regulatory Specialist II

Letter Number: 813A00015723

RECEIVED

13 JUL 17 AM 8:57

Division of Corporations
TALLAHASSEE, FLORIDA

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

FILED
13 JUN 12 PM 3:47
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE, 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>
Black Dog GPS, LLC	Maryland	LLC
Black Dog GPS, 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>
Black Dog GPS, 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:

N/A

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:

N/A

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: N/A

Mailing address: N/A

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:
N/A		
BLACK DOG GPS, LLC MARYLAND	<i>James R. Rohde</i>	JAMES R. RONDE
BLACK DOG GPS, LLC FLORIDA	<i>James R. Rohde</i>	JAMES R. RONDE

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:

Name	Jurisdiction Form	Entity Type
Black Dog GPS, LLC (Maryland)	Maryland	LLC
Black Dog GPS, LLC (Florida)	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Black Dog GPS, LLC	Florida	LLC
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THIRD: The terms and conditions of the merger are as follows:

Effects of the Merger

At the Effective Date (i) Black Dog GPS, LLC (Maryland) (the "Maryland LLC") shall be merged into Black Dog Maryland GPS, LLC (Florida) (the "Florida LLC" which following the Merger is sometimes referred to herein as the "Surviving LLC"), (ii) the Articles of Organization of the Florida LLC shall be the Articles of Incorporation of the Surviving Corporation, until further amended in accordance with the CGCL and (iii) the Operating Agreement of the Florida LLC as in effect immediately prior to the Effective Time shall be amended and restated to read the same as the Operating Agreement of the Maryland LLC, except that all references to the name of the Maryland LLC shall be amended to refer to the name of the Florida LLC, and, as so amended, such Operating Agreement shall be the Operating Agreement of the Surviving LLC. until further amended in accordance with the GCL.

The Surviving LLC shall assume all rights, obligations, liabilities and assets of the Maryland LLC. The Surviving LLC shall take all such actions required to assume the employee identification number (EIN) of the Maryland LLC and ensure fluid transition of the merger. Upon completion of all transitory actions, the Surviving LLC, as the parent of the Maryland LLC, per the terms of the Fourth below, shall dissolve the Maryland LLC.

Managers of the Surviving LLC.

The Manager(s) of the Maryland LLC immediately prior to the Effective Time shall be the initial Manager(s) of the Surviving LLC, if such change has not already taken effect with the Secretary of State of Florida, each to hold office in accordance with the Articles of Organization and Operating Agreement of the Surviving LLC.

FOURTH:

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

Each member of the Maryland LLC shall receive a *pro rata* portion of the membership of

the Florida LLC in exchange for their membership interests in the Maryland LLC, such that Maryland LLC shall become a wholly owned subsidiary of the Florida LLC and the members of the Maryland LLC shall hold 100% membership interest in the Florida LLC.

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

N/A

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

N/A

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

N/A