

L13000098134 ✓

(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:

Office Use Only



100250311791

08/05/13--01035--017 **50.00

FILED
2013 AUG -5 PM 12:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. BOSTICK
AUG - 6 2013
EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Survey Companion, 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:

Robert DeLuca

Contact Person

Firm/Company

9641 Lake Jasmine Dr.

Address

Tampa, FL 33626

City, State and Zip Code

robert_deluca@live.com

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

For further information concerning this matter, please call:

Tammi Franke

Name of Contact Person

at (312) 447-2903

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 AUG -5 PM 12:53

FILED

**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>
Survey Companion, LLC	Illinois	LLC
Survey Companion, LLC	Florida	LLC

2013 AUG -5 PM 12:53
CLERK OF COURT
TALLAHASSEE, FLORIDA

FILED

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>
Survey Companion, LLC	Florida	LLC

L13000098134

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:

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 entitles 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: _____

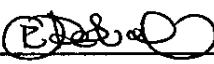

Mailing address: _____

2013 AUG -5 PM 12:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

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:
Survey Companion, LLC (Illinois)		Robert DeLuca
Survey Companion, LLC (Florida)		Robert DeLuca
_____	_____	_____
_____	_____	_____

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

<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
--	---------

2013 AUG -5 PM 12:53
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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>
Survey Companion, LLC	Illinois	LLC
Survey Companion, 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>
Survey Companion, LLC	Florida	LLC

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

See attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

2013 AUG -5 PM 12:54
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

5:11:00

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 attached Plan and Agreement of Merger.

(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 attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 AUG -5 PM 12:54

FILED

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

See attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

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

See attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

FILED

2013 AUG -5 PM 12:54

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER
OF
Survey Companion, LLC, an Illinois Limited Liability Company
INTO
Survey Companion, LLC, a Florida Limited Liability Company**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of July 15, 2013, is entered into by Survey Companion, LLC, an Illinois limited liability Company (the "IL Company"), and Survey Companion, LLC, a Florida limited liability Company (the "FL Company"). The IL Company and FL Company are sometimes collectively referred to as the "Constituent Companies."

WITNESSETH

WHEREAS, the IL Company and FL Company are each limited liability companies duly organized and validly existing; and

WHEREAS, the members of the IL Company and FL Company, by signing this Agreement, each have approved this Agreement and Plan of Merger and declared it to be advisable and in the best interest of the Constituent Companies and its members that the IL Company be merged with and into FL Company pursuant to Article 37 and other relevant provisions of the Illinois Limited Liability Company Act and Section 608.438 and other relevant provisions of the Florida Limited Liability Company Act, and approved such merger on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual agreements and benefits set forth herein, the IL Company and FL Company agree as follows:

1. **The Merger.** As of the Effective Date (as defined below), the IL Company shall be merged with and into FL Company (the "Merger") whereupon:

(a) the separate existence of the IL Company shall cease and FL Company shall be the surviving company of the Merger (the "Surviving Company").

(b) the Surviving Company shall possess all the rights, privileges, immunities, and franchises of a public nature, as well as of a private nature, of each of the Constituent Companies; all property, real, personal and mixed, and all debts due on whatever account, and all and every other interest, of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger;

(c) the Surviving Company shall be responsible and liable for all the liabilities and obligations of each of the Constituent Companies; any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, and the Surviving Company may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the Merger;

(d) the Articles of Organization of the FL Company as then in effect shall be the Articles of Organization of the Surviving Company until amended or changed in accordance with Florida law;

(e) the Operating Agreement of the FL Company as then in effect shall be the Operating Agreement of the Surviving Company until amended or changed; and

(f) the directors and officers of FL Company, if any, in office immediately prior to the Merger shall be the directors and officers of the Surviving Company until their respective successors shall have been elected and have qualified or until their earlier resignation, removal or replacement.

2. **Conversion of Membership Interests.**

At and as of the Effective Date, by virtue of the Merger and without any action on the part of the members of the IL Company, the Florida Company or any other party, each member's ownership interest percentage in the IL Company outstanding immediately prior to the Effective Date shall be converted into the same ownership interest percentage in the Surviving Company and each member shall be admitted as a member of the Surviving Company.

3. Member Approval: Articles and Certificate of Merger: Effective Date

(a) By signing below, all of the members of the IL Company hereby authorize and approve this Agreement and the consummation by the IL Company of the plan of merger set forth herein in accordance with the Illinois Limited Liability Company Act.

(b) By signing below, all of the members of the FL Company hereby authorize and approve this Agreement and the consummation by the FL Company of the plan of merger set forth herein in accordance with the Florida Limited Liability Company Act.




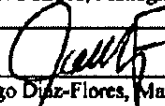
(c) There are no options, warrants, rights, member agreements or other instruments or agreements outstanding giving rights to acquire any ownership in the membership interests of the IL Company nor are there any commitments to issue or execute any such options, warrants, rights, member agreements, or other instruments or agreements. There are no outstanding member appreciation rights or similar rights measured with respect to any of IL Company's ownership interests, nor are there any instruments or agreements giving anyone the right to acquire any such rights.

(d) As soon as practicable after the date hereof, the IL Company and FL Company agree to cause Articles of Merger to be properly executed and filed with the Secretary of State of Illinois in accordance with the Illinois Limited Liability Company Act and this Agreement, and a Certificate of Merger to be properly executed and filed with the Secretary of State of Florida in accordance with the Florida Limited Liability Company Act and this Agreement. The merger shall be deemed effective (the "Effective Date") as of the filing date with the Florida Secretary of State.

4. Further Assurances.

If at any time the Surviving Company shall consider or be advised that any further assignments or assurances in law or any other agreements are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to any property right of the IL Company, the members of the IL Company in office immediately prior to the Effective Date shall in the name of such company execute and deliver all such proper deeds, assignments, and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property rights in the Surviving Company and otherwise carry out the provisions of this Agreement, and the members of the Surviving Company are authorized in the name of the IL Company, FL Company or otherwise to take any and all such action.

IN WITNESS WHEREOF, the IL Company and FL Company have caused this Agreement to be executed and delivered by its members on the day and year first written above.

SURVEY COMPANION, LLC, an Illinois limited liability company.	SURVEY COMPANION, LLC, a Florida limited liability company.
By:  Robert DeLuca, Member	By:  Robert DeLuca, Managing Member
By:  Rodrigo Diaz-Flores, Member	By:  Rodrigo Diaz-Flores, Managing Member

SECRETARY OF STATE
TALLAHASSEE, FL

2013 AUG -5 PM

FILED