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MERGER OR SHARE EXCHANGE
GADRIVE LLC

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DEPARTMENT OF STATE
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ARTICLES OF MERGER
OF
GRANDDAUGHTER PHOEBE, L.L.C.,
a Georgia limited liability company,
INTO
GADRIVE LLC,
a Florida limited liability company

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 608.438, 608.4381 and 608.4382, Florida Statutes, these Articles of Merger provide that:

1. GRANDDAUGHTER PHOEBE, L.L.C. (the "Merging Entity"), is a Georgia limited liability company, which was formed upon the filing of its Articles of Organization with the Georgia Secretary of State on January 17, 2013, and whose principal office address is 8070 Fair Oaks Court, Jonesboro, Georgia 30236.
2. GADRIVE LLC (the "Surviving Entity"), is a Florida limited liability company, which was formed upon the filing of its Articles of Organization with the Florida Secretary of State on August 5, 2013, and whose principal office address is 11841 SW 57th Court, Coral Gables, Florida 33156. The Surviving Entity has not filed an application for authority to do business with the Georgia Secretary of State.
3. The Plan of Merger, attached hereto as Exhibit "A" and incorporated herein by reference, was approved and adopted by the Merging Entity in accordance with the applicable provisions of the Georgia Statutes by written consent of all of its Members of the Merging Entity dated October 2, 2013.
4. The Plan of Merger was approved and adopted by the Surviving Entity in accordance with the applicable provisions of Section 4381 of the Florida Statutes by written consent of all of its Members dated October 2, 2013.
5. The merger shall become effective upon the later of the filing of Articles of Merger with the Secretary of State of Georgia and with the Secretary of State of the State of Florida, or October 15, 2013.
6. The Surviving Entity has agreed to promptly pay to the dissenting members of each limited liability company that is a party to the merger the amount, if any, to which such dissenting members are entitled under Florida Statutes, Section 608.4382.

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the constituent entities by their respective authorized Managers as of October 2, 2013.

Merging Entity:

GRANDDAUGHTER PHOEBE, LLC, a Georgia
limited liability company

By: 
Ray Applebaum, Authorized Representative

Surviving Entity:

GADRIFF, LLC, a Florida limited liability company

By: 
Ray Applebaum, Manager

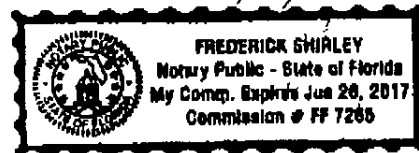
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STATE OF FLORIDA)
) :ss
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2nd day of October, 2013, by Ray Applebaum, as Authorized Representative, of Granddaughter Phoebe, LLC, a Georgia limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Fredrick Shirley
 Notary Public, STATE OF FLORIDA
 Print Name: FREDERICK SHIRLEY
 My Commission Expires: 6/26/17



STATE OF FLORIDA)
) :ss
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2nd day of October, 2013, by Ray Applebaum, as Manager, of Gadrive LLC, a Florida limited liability company, ☐ who is personally known to me or ☒ who has produced _____ as identification.

Fredrick Shirley
 Notary Public, STATE OF FLORIDA
 Print Name: FREDERICK SHIRLEY
 My Commission Expires: 6/26/17



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PLAN OF MERGER

THIS PLAN OF MERGER ("Plan") is made this 15th day of October, 2013, by and between GRANDDAUGHTER PHOEBE, L.L.C., a Georgia limited liability company (the "Merging Entity"), and GADRIVE LLC, a Florida limited liability company (the "Surviving Entity"), said entities hereinafter collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the Surviving Entity was formed in the State of Florida; is a manager-managed limited liability company; and all of the membership interests in the Surviving Entity are owned by Ray Applebaum, Frederica Applebaum, and Melissa Applebaum Dall'au; and

WHEREAS, the Merging Entity was formed in the State of Georgia; is a manager-managed limited liability company, and all of the membership interests in the Merging Entity are owned by Ray Applebaum, Frederica Applebaum, and Melissa Applebaum Dall'au; and

WHEREAS, the Members of the Merging Entity and the Members of the Surviving Entity deem it advisable and to their advantage and welfare, and in their best interests to enter into this Plan, and have adopted resolutions on October 2, 2013, which provide that pursuant to the applicable provisions of the Florida Limited Liability Company Act and the Georgia Limited Liability Company Act, the Merging Entity shall be merged with and into the Surviving Entity in order to combine the assets and businesses of the Constituent Entities for the purposes of (i) simplification of business records and tax paperwork, (ii) elimination of duplicate work and expenses in administration and accounting, (iii) granting of credit facilities by financial lenders and (iv) to achieve a more efficient operation having greater resources in the conduct of their business.

NOW, THEREFORE, in consideration of the mutual premises and agreements herein contained, the Constituent Entities have agreed, and do hereby agree, to merge upon the terms and conditions set forth below:

1. **RECITALS.** The recitals hereinabove are true and correct and are incorporated herein.
2. **AGREEMENT TO MERGE.** The Constituent Entities hereby agree that upon the "Effective Date" as hereinafter defined, the Merging Entity shall be merged with and into the Surviving Entity, and the Surviving Entity shall succeed to all of the rights, privileges, immunities and franchises, and all of the properties, real, personal and mixed, of the Merging Entity, without the necessity of any separate deeds or documents of transfer. The Surviving Entity shall thereafter be responsible and liable for all of the liabilities and obligations of the Merging Entity, and neither the rights of creditors nor any liens on the property of the Merging Entity shall be impaired by the merger.
3. **NAME OF SURVIVING ENTITY.** The name of the Surviving Entity shall be GADRIVE LLC.
4. **ARTICLES OF ORGANIZATION.** The Articles of Organization of the Surviving Entity in effect on the Effective Date shall be the Articles of Organization of said Surviving Entity and shall continue in full force and effect.

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EXHIBIT "A"

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5. **OPERATING AGREEMENT.** The Operating Agreement of the Surviving Entity in effect on the Effective Date of the merger will be the Operating Agreement of said Surviving Entity and will continue in full force and effect.

6. **MANAGEMENT BY MANAGERS.** Ray Applebaum, the Manager of the predecessor manager-managed limited liability company, shall continue to manage the Surviving Entity as a manager-managed limited liability company after the merger.

7. **MODE OF EFFECTING MERGER.** The mode of carrying said merger into effect, and the manner and basis of converting the membership interests of the Merging Entity into membership interests of the Surviving Entity, shall be as follows:

Since the assets of the Merging Entity constitute an additional capital contribution to the Surviving Entity by Ray Applebaum, Frederica Applebaum, and Melissa Applebaum Dall'au, who are the Members of the Merging Entity and the Members of the Surviving Entity, in the same proportions as their membership interests in both the surviving Entity and the Merging Entity, no additional membership interests need be issued by the Surviving Entity to reflect the ownership interest of the Members of the Merging Entity after the Effective Date. Upon the Effective Date of the merger, the Members of the Merging Entity shall surrender their membership certificates to the Surviving Entity and such certificates shall be canceled. The then outstanding membership interests of the Surviving Entity shall continue thereafter to constitute all of the outstanding membership interests in the Surviving Entity.

8. **ADOPTION OF PLAN.** Pursuant to the applicable provisions of the laws of the State of Florida and of the State of Georgia, the within merger has been approved by all Members of the Surviving Entity and by all Members of the Merging Entity.

9. **EXECUTION OF DOCUMENTS.** In the event that the merger of the Merging Entity with and into the Surviving Entity shall have been fully authorized in accordance with the provisions of the Florida Limited Liability Company Act and the Georgia Limited Liability Company Act, the Merging Entity and the Surviving Entity hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and the laws of the State of Georgia, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

10. **AUTHORIZATION.** The authorized representative/agent of the Merging Entity and the Manager of the Surviving Entity, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents, which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan.

11. **EFFECTIVE DATE.** This Plan shall be effective on the opening of business on October 15, 2013 (the "Effective Date"). Neither of the Constituent Entities shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Constituent Entities may take any and all action necessary or appropriate under the laws of the State of Florida and of the State of Georgia to consummate this merger.

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12. **RIGHT TO ABANDON MERGER.** The Members of the Merging Entity and the Members of the Surviving Entity, respectively, shall have the power in their discretion, prior to the Effective Date, to abandon the merger provided for herein.

IN WITNESS WHEREOF, the Constituent Entities have caused their respective names to be signed hereto by their respective Managers, who are duly authorized by the respective Members of the Constituent Entities.

Merging Entity:

GRANDDAUGHTER PHOEBE, LLC, a Georgia
limited liability company

By: 
Ray Applebaum, Authorized Representative

Surviving Entity:

GADRIVE, LLC, a Florida limited liability company

By: 
Ray Applebaum, Manager

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