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(Requestor's Name)

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(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

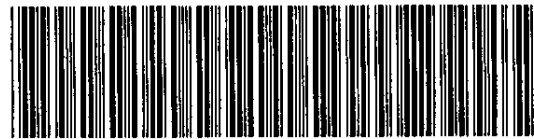
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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08/16/13--01035--001 \*\*75.00

13 SEP -0 4:11:12  
FBI/DOJ  
COMM. DIVISION

Merger  
@ 9/10/13

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** URway Holdings, 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:

Jennifer Samaan

Contact Person

Pickrel Schaeffer & Ebeling

Firm/Company

2700 Kettering Tower

Address

Dayton, OH 45423

City, State and Zip Code

JSamaan@pselaw.com

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

For further information concerning this matter, please call:

Jennifer Samaan at ( 937 ) 223-1130

Name of Contact Person

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

August 21, 2013

JENNIFER SAMAN  
PICKREL SCHAEFFER & EBELING  
2700 KETTERING TOWER  
DAYTON, OH 45423

SUBJECT: URWAY HOLDINGS, LLC  
Ref. Number: L13000113759

We have received your document for URWAY HOLDINGS, LLC and your check(s) totaling \$75.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must be attached/included.

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: 013A00020011

RECEIVED  
13 SEP - 9 PM 11:06  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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

13 SEP 13 10:11:12  
FILED  
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>
URway Holdings LLC	Florida	LLC
Onesource Interactive		
LLC	Ohio	LLC
Eurotouch LLC	Ohio	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>
URway Holdings, 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:

\_\_\_\_\_

**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 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:

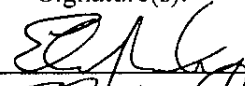
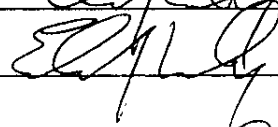
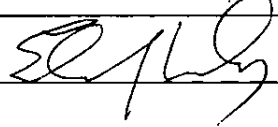
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:
URway Holdings LLC		Edward J. Crowley, Managing Member
Onesource Interactive LLC		Edward J. Crowley, Sole Member
Eurotouch LLC		Edward J. Crowley, Sole Member

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

### **AGREEMENT OF MERGER**

THIS AGREEMENT OF MERGER is made as of this 6<sup>th</sup> day of August, 2013 by and among URWAY HOLDINGS, LLC, a Florida limited liability company ("URway"), ONESOURCE INTERACTIVE, LLC, an Ohio limited liability company ("Onesource"), and EUROTOUCH, LLC, an Ohio limited liability company ("Eurotouch"), under the following circumstances:

WHEREAS, URway is a limited liability company duly organized and existing under the laws of the State of Florida, with the sole owner and member of URway being Edward J. Crowley; and

WHEREAS, Onesource is a limited liability company duly organized and existing under the laws of the State of Ohio, with the sole owner and member of Onesource being Edward J. Crowley; and

WHEREAS, Eurotouch is a limited liability company duly organized and existing under the laws of the State of Ohio, with the sole owner and member of Eurotouch being Edward J. Crowley; and

WHEREAS, the sole member of URway has determined it to be in the best interest of URway to merge with Onesource and Eurotouch pursuant to the terms of this Agreement of Merger and has approved and adopted this Agreement of Merger by unanimous written consent; and

WHEREAS, the sole member of Onesource has determined it to be in the best interest of Onesource to merge with URway and Eurotouch pursuant to the terms of this Agreement of Merger and has approved and adopted this Agreement of Merger by unanimous written consent; and

WHEREAS, the sole member of Eurotouch has determined it to be in the best interest of Eurotouch to merge with Onesource and URway pursuant to the terms of this Agreement of Merger and has approved and adopted this Agreement of Merger by unanimous written consent

NOW, THEREFORE, in consideration of the foregoing; the mutual promises, covenants, and releases set forth herein; and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Merger. Onesource and Eurotouch shall merge into URway and URway shall be the surviving limited liability company. The name of the surviving limited liability company shall be URway Holdings, LLC, and shall hereafter be referred to as the "Surviving Company".

2. Articles of Organization. The Articles of Organization of URway Holdings, LLC, as amended, shall be the Articles of Organization of the Surviving Company.

3. Operating Agreement. Except as provided below, the Operating Agreement of URway Holdings, LLC shall be the Operating Agreement of the Surviving Company.

4. Manager. The manager of URway Holdings, LLC as of the date of this Agreement shall serve as the manager of the Surviving Company.

5. Statutory Agent/Registered Agent. The statutory agent of the Surviving Company in the State of Ohio shall be PS&E Corporate Services, Inc., 40 N. Main Street, 2700 Kettering Tower, Dayton, Ohio 45423. The Registered Agent of the Surviving Company in the State of Florida shall be Edward J. Crowley, 751 Pinellas Bayway South #204, St. Petersburg, Florida 33715.

6. Effective Date. The merger contemplated in this Agreement of Merger shall become effective upon filing with the both the Ohio Secretary of State and Florida Department of State a Certificate of Merger, duly executed (the "Effective Date").



7. Terms of Merger. The mode and manner of carrying the terms of the merger into effect shall be as follows:

7.1 As of the Effective Date of the merger set forth in this Agreement of Merger, the membership interests of the members of Onesource and Eurotouch shall be exchanged for, and converted into, membership interests in the Surviving Company, which shall have the following members with the following ownership percentages:

<u>Member</u>	<u>Membership Interest</u>
Edward J. Crowley	100.00%

8. Fair Value of Assets. The fair value of the assets to be owned by the Surviving Company shall be the combined value of such assets as shown on the books of URway, Onesource, and Eurotouch, as of the Effective Date of the merger, determined in accordance with sound accounting principles consistently applied.

9. Abandonment. Notwithstanding anything contained in this Agreement of Merger to the contrary, the members of URway, Onesource, and/or Eurotouch may abandon or terminate this Agreement of Merger at any time prior to the Effective Date. Abandonment or termination may be effected by a resolution adopted by the members at a meeting called for that purpose or by member's action by unanimous written consent and shall be effective when written notice is served upon the manager or member of the other non-terminating entities. Upon abandonment or termination, the managers of all entities shall then take any and all actions necessary to prevent the Certificate of Merger from being filed with the Ohio Secretary of State and Florida Department of State, including, but not limited to, notifying the managers and members of the companies which are parties to this Agreement of Merger.

10. Further Assurances. Each of the parties agrees to execute any and all documents and to take any and all actions to effectuate the purposes and intents of this Agreement.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

12. Complete Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter herein and supersedes any and all prior agreements, whether written or oral.

13. Waiver. The waiver of any party of any breach of any provision of this Agreement shall not be construed as or constitute a continuing waiver or a waiver of any other breach of any provision of this Agreement.

14. Severability. Any provision of this Agreement which is prohibited and/or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without, however, invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.


15. Amendments. No amendment, modification, termination, or waiver of any provisions of this Agreement or consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by all parties. Any amendment hereto shall be executed by duly authorized managers or members of URway, Onesource, and Eurotouch and shall be approved and adopted by the members of each entity.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day  
and year first written above.

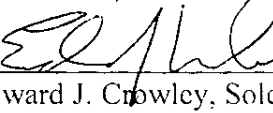
URWAY HOLDINGS, LLC

By:   
Edward J. Crowley, Managing Member

ONESOURCE INTERACTIVE, LLC

By:   
Edward J. Crowley, Sole Member

EUROTOUCH, LLC

By:   
Edward J. Crowley, Sole Member

WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
URWAY HOLDINGS, LLC

The undersigned, being the sole member of URWAY HOLDINGS, LLC, a Florida limited liability company (the "Company"), does hereby vote for, adopt, and approve the following recitals and resolutions:


WHEREAS, there has been proposed an Agreement of Merger between the Company, Onesource Interactive, LLC, an Ohio limited liability company ("Onesource"), and Eurotouch, LLC, an Ohio limited liability company ("Eurotouch"); and

WHEREAS, all the members of the Company have determined and agreed that it is in the best interest of the Company that the terms and conditions of said Agreement of Merger be approved and performed;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement of Merger between the Company, Onesource, and Eurotouch, a copy of which is attached hereto as Exhibit A, be, and hereby is, approved.

BE IT FURTHER RESOLVED, that the managing member of the Company be, and hereby is, authorized and directed to execute such documents and to do or cause to be done such other acts and things as he may deem necessary or proper to carry out the Agreement of Merger between the Company, Onesource, and Eurotouch and to effectuate fully the purposes of the foregoing resolutions including, but not limited to, executing the Agreement of Merger, and filing a Certificate of Merger and all other documents that are required to be filed with the Ohio Secretary of State and Florida Department of State related to this merger.

IN WITNESS WHEREOF, the undersigned has executed this consent this 6<sup>th</sup> day of August, 2013.

  
EDWARD J. CROWLEY