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SECRETARY OF STATE  
TALLAHASSEE, FL 32304  
13 AUG 28 AM 10:45

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*epm 9/10/13*

# HERZOG CREBS

ATTORNEYS AT LAW [www.herzogcrebs.com](http://www.herzogcrebs.com)

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HERZOG CREBS LLP  
Meredith P. Murphy  
[mmp@herzogcrebs.com](mailto:mmp@herzogcrebs.com)

August 27, 2013

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Certificate of Merger

Dear Sir/Madam:

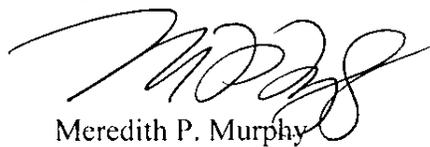
Enclosed please find the following documents for filing along with our firm check in the amount of \$50.00:

- A. Cover Letter,
- B. Certificate of Merger,
- C. Agreement and Plan of Merger.

Please file same and return in the self-addressed stamped envelope provided.

Thank you.

Very truly yours,  
HERZOG CREBS LLP

  
Meredith P. Murphy

MPM/bsw

Enclosures

P:\10000\10049\008 ChartPad, LLC\Correspondence\ltr to Division of Corporation FL dated 8-27-13.docx

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13 AUG 28 AM 10:45

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>
TECHNOMAD, LLC	Missouri	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>
TECHNOMAD, 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:

**Date of filing.**

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**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:

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**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:

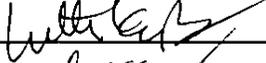
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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

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

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:
TECHNOMAD, LLC, a Florida limited liability company		William K. Kapp, III, Manager
TECHNOMAD, LLC, a Missouri limited liability company		William K. Kapp, III, Manager

- 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

<b><u>Fees:</u></b> 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

**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>
TECHNOMAD, LLC	Missouri	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>
TECHNOMAD, LLC	Florida	LLC

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

See attached Agreement and Plan of Merger.

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*(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 attached Agreement and Plan of Merger.**

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*(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 Agreement and Plan of Merger.**

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*(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 attached Agreement and Plan of Merger.**

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*(Attach additional sheet if necessary)*

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

**See attached Agreement and Plan of Merger.**

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*(Attach additional sheet if necessary)*

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 22<sup>nd</sup> day of August, 2013, by and among TECHNOMAD, LLC, a limited liability company organized and existing under the laws of the State of Florida, having an office at 780 5<sup>th</sup> Avenue South, Suite 200, Naples, Florida 34102 (the "Surviving LLC"), and TECHNOMAD, LLC, a limited liability company organized and existing under the laws of the State of Missouri having an office at 3255 Independence St., Cape Girardeau, MO 63701 (the "Merging LLC").

WHEREAS, the Member of the Surviving LLC and the Member of the Merging LLC have deemed it advisable and to the advantage of the parties that the Merging LLC merge into the Surviving LLC upon the terms and conditions herein provided; and

WHEREAS, the respective Members of the Surviving LLC and the Merging LLC have approved this Agreement and Plan of Merger in accordance with the Missouri Limited Liability Company Act and the Florida Limited Liability Company Act.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Surviving LLC and the Merging LLC hereby agree to merge in accordance with the following plan:

1. **Merger.** The Merging LLC shall be merged with and into the Surviving LLC, and the Surviving LLC shall survive the merger, all as, and with the effect, provided by the Missouri Limited Liability Company Act, the Florida Limited Liability Company Act and this Agreement. As soon as practicable after the execution of this Agreement, an appropriate Notice of Merger shall be signed and delivered for filing with the Missouri Secretary of State and the appropriate Certificate of Merger shall be signed and delivered for filing with the Florida Secretary of State. This Agreement shall become effective for purposes of all applicable laws at 5:00 p.m. on the date that the Certificate of Merger is filed with the Florida Secretary of State (hereinafter referred to as the "Effective Time").

2. **Managers and Governing Documents.** The Manager and Member of the Surviving LLC shall be the same upon the Effective Time as they are for the Surviving LLC immediately prior thereto. The Articles of Organization of the Surviving LLC shall continue to be the Articles of Organization of the Surviving LLC without change or amendment until further amended in accordance with the provisions of said Articles of Organization and the Florida Limited Liability Company Act. The Operating Agreement of the Surviving LLC, as in effect at the Effective Time, shall continue to be the Operating Agreement of the Surviving LLC as the Surviving LLC without change or amendment until further amended in accordance with the provisions thereof and the Florida Limited Liability Company Act.

3. **Rights and Liabilities of Merging LLC.** At and after the Effective Time, the Surviving LLC shall possess and be entitled to: (i) all of the rights, privileges and interests of each and every kind and nature of the Merging LLC; (ii) any and all assets, real property, personal property; (iii) any and all debts and obligations due the Merging LLC on whatever account; and (iv) any and all other choses in action (the "Merged Assets"). All of the Merged Assets of the Merging LLC shall be transferred to and vested in the Surviving LLC automatically at the Effective Time without further act or deed; and the title to any real estate, or any interest therein, vested in any of such entities shall not prevent or be in any way impaired by reason of the merger.

4. **Further Assurances.** From time to time, as and when required by the Surviving LLC, there shall be executed and delivered by or on behalf of the Merging LLC such deeds and other agreements, documents and instruments, and there shall be taken or caused to be taken by or on behalf of the Merging LLC all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving LLC the title to and possession of the Merged Assets and the rights, powers, privileges, assets, real and personal property and authority of the Merging LLC and otherwise to carry out the purposes of this Agreement. By execution of this Agreement, the Manager of the Surviving LLC is fully authorized in the name and on behalf of the Merging LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds, agreements, documents and other instruments.

5. **Membership Interests in the Merging LLC.** Upon the Effective Time, by virtue of this Agreement, each membership and economic interest in the Merging LLC held as of record immediately prior thereto shall be changed and converted into an equivalent membership and economic interest in the Surviving LLC automatically and without any action on the part of the holder thereof.

6. **Membership Interests in the Surviving LLC.** Upon the Effective Time, by virtue of this Agreement and Plan of Merger, each membership and economic interest in the Surviving LLC outstanding immediately prior thereto shall retain the status of a membership or economic interest in the Surviving LLC.

7. **Obligations of the Merging LLC.** As of the Effective Time, the Surviving LLC shall assume and be bound by and perform all obligations of the Merging LLC in effect as of such time.

8. **Accounting Entries.** As of the Effective Time, the assets, liabilities and capital accounts of each of the Merging LLC immediately prior to the Effective Time shall be recorded on the books of the Surviving LLC at the same amounts at which they were carried on the books of the Merging LLC immediately prior to the Effective Time.

9. **Appointment of Agent.** The Surviving LLC hereby consents to service of process in the State of Missouri in any action or special proceeding for the enforcement of any liability or obligation of the Merging LLC, and hereby irrevocably appoints the Missouri Secretary of State of such jurisdiction as the Surviving LLC's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation. The address to which a copy of such process shall be mailed by the Secretary of State of Missouri is 780 5<sup>th</sup> Avenue South, Suite 200, Naples, FL 34102.

10. **Amendment.** This Agreement may be amended only in a written agreement signed by both the Surviving LLC and the Merging LLC.

11. **Counterparts.** In order to facilitate the execution of this Agreement and the filing of any and all necessary certificates documenting the transactions contemplated by this Agreement, this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same Agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority granted by the Members of each of the Merging LLC and the Surviving LLC has caused this Agreement and Plan of Merger to be executed by its Manager, as of the date first above written.

**Merging LLC:**

TECHNOMAD, LLC, a Missouri limited liability company

By:   
William K. Kapp, III, Manager

**Surviving LLC:**

TECHNOMAD, LLC, a Florida limited liability company

By:   
William K. Kapp, III, Manager