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14 OCT 28 PM 5:00
GEORGETOWN
FALL 14 2014

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Risinger Properties, 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:

Marilyn Risinger

Contact Person

Firm/Company

2803 Turban Court

Address

Fort Myers, Florida 33908

City, State and Zip Code

marilynrisinger@hotmail.com

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

For further information concerning this matter, please call:

Marilyn Risinger at (309) 258-0818

Name of Contact Person

Area Code

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

FILED
14 OCT 28 PM 5:00
TALLAHASSEE, FL
SECRETARY OF STATE

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Risinger Properties, LLC	Illinois	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>
Risinger Properties, LLC	Florida	LLC
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

Marilyn Risinger

2803 Turban Court

Fort Myers, Florida 33908

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Risinger Properties, LLC (Illinois)	<i>X Marilyn Risinger</i>	Marilyn Risinger
Risinger Properties, LLC (Florida)	<i>X Marilyn Risinger</i>	Marilyn Risinger

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 an authorized person

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	<u>Certified Copy (optional):</u>	\$30.00

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14 OCT 28 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN & AGREEMENT OF MERGER
BETWEEN RISINGER PROPERTIES, LLC (ILLINOIS) & RISINGER PROPERTIES, LLC
(FLORIDA)

THIS PLAN AND AGREEMENT OF MERGER is made and entered into by and between Risinger Properties, LLC, an Illinois limited liability company, (herein sometimes referred to as the "Merging Entity") and Risinger Properties, LLC, a Florida Limited Liability Company, (herein sometimes referred to as the "Surviving Entity"). Note that the Merging Entity and Surviving Entity have the same name. In consideration of the premises and of the agreements, covenants and provisions hereafter contained, the Merging Entity, by its Managers and Members, and the Surviving Entity, by its Managers and Members, have agreed and do hereby agree each with the other, as follows:

1. Introduction & Parties.

- a. The Merging Entity is a Manager-Managed Illinois limited liability company in good standing, formed under the laws of the State of Illinois. The Official Address of the Merging Entity is 106 Barrington Place, Morton, Illinois 61550 and the name of the Registered Agent is Crystal L. Millett, 225 W. Courtland, Morton, Illinois 61550.
- b. David S. Risinger, Marilyn F. Risinger and Crystal L. Millett are the sole Managers of the Merging Entity and are the sole Managers of the Surviving Entity.
- c. David S. Risinger, Marilyn F. Risinger, Michael D. Risinger, Stanley K. Risinger and Crystal L. Millett are the sole Members of the Merging Entity and are the sole Managers of the Surviving Entity.
- d. The Surviving Entity shall exist after the merger and shall be a Limited Liability Company organized under the laws of the State of Florida after the Plan of Merger is approved by States of Florida and Illinois. The Surviving Entity Registered Agent/Office will be Marilyn Risinger, 2803 Turban Court, Fort Myers, Florida 33908.
- e. The Managers and Members of the Merging Entity and the Managers and Members of the Surviving Entity both deem it advisable that Merging Entity merge with the Surviving Entity, on terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the States of Illinois and Florida, which permit such merger.

2. Merging and Surviving Entities. The Merging Entity and the Surviving Entity shall be merged into a single Entity, in accordance with the applicable provisions of the laws of the States of Illinois and Florida, and Risinger Properties, LLC shall be the Surviving Entity.

3. Effective Date. The merger shall become effective at such time as the Articles of Merger are duly filed with the Florida Secretary of State ("Effective Date"). Upon the merger becoming effective as provided by the laws of the States of Illinois and Florida:

- a. Single Entity. The Merging Entity and Surviving Entity shall be a single Entity, with Risinger Properties, LLC as the Surviving Entity. The Merging Entity shall cease except to the extent provided by the laws of the State of Illinois, in cases of an interstate merger after its merger into a Limited Liability Company of Florida;
- b. Survivor Possesses All Rights and Privileges. The Surviving Entity shall thereupon possess all

the rights, privileges, immunities and franchises, as well of a public as of a private nature, of the Merging Entity; and all property, real, personal, mixed and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest of or belonging to, or due to the Merging Entity, shall be taken and deemed to be vested in, the Surviving Entity, without further act or deed; and the title to all real estate or any interest therein, vested in the Merging Entity shall not revert or be in any way impaired by reason of the merger;

- c. Survivor Responsible. The Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of the Merging Entity; and any claim existing or action or proceeding pending by or against the Merging Entity may be prosecuted to judgment as if merger had not taken place, or may be substituted in its place, and neither the rights of creditors or any liens on property of the Merging Entity shall be impaired by the merger; and
 - d. Operating Agreement. The Operating Agreement of Surviving Entity as existing and constituted immediately prior to the effective date of the merger, shall be and constitute the Operating Agreement of the Surviving Entity.
- 4. Managers. The Managers of Surviving Entity immediately prior to the effective date of the merger, shall be and constitute the Managers of the Surviving Entity.
 - 5. Conversion of Member Interests – Identical Percentages. Prior to the merger, all the issued and outstanding Member Interest of Merging Entity is owned by David S. Risinger, Marilyn F. Risinger, Michael D. Risinger, Stanley K. Risinger and Crystal L. Millett and the entire (100%) Membership Interest in Surviving Entity is held identically. Accordingly, both before and after the merger, said persons own 100% of both entities, in the same percentages and no conversion is therefore required.
 - 6. Certificates. Neither company has ever issued any certificates evidencing Member ownership.
 - 7. Expenses of Merger. The Surviving Entity shall pay all expenses of carrying this Agreement of Merger into effect and accomplishing the merger herein provided for.
 - 8. Assignments of Title. If, at any time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law are necessary or desirable to vest in the Surviving Entity, the title or any property or rights of Merging Entity, the Manager of said Entity shall and will execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Plan and Agreement of Merger.
 - 9. Manager & Member Consideration. This Plan and Agreement of Merger shall be submitted to the Managers and Members of Merging Entity and the Managers and Members of Surviving Entity, as provided by law, and shall be deemed and to be the Plan and Agreement of Merger of said Merging Entity upon the approval or adoption thereof by such Managers and Members in accordance with the requirements of the laws of the States of Illinois and Florida. Upon the execution, filing and the doing of such acts and things as shall be required for accomplishing the merger under the provisions of the applicable statutes of the State of Florida and Illinois, the effective date of this plan and agreement of merger shall be its date of filing with the Secretary of State of Florida and the Secretary of State of Illinois.

10. Abandonment. Anything herein or elsewhere to the contrary notwithstanding, the Plan and Agreement of Merger may be abandoned by either the Merging Entity or the Surviving Entity by an appropriate resolution of its Managers and Members at any time prior to its approval or adoption by the Managers thereof, or by the mutual consent of the Merging Entity and the Surviving Entity evidenced by appropriate resolutions of their respective Managers and Members, at any time prior to the effective date of the Merger.
11. Surviving Entity Survives. The Surviving Entity survives the merger and may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the surviving Entity arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of the Illinois Business Act, or other applicable Illinois law, and it does hereby irrevocably appoint the Secretary of State of Illinois as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of process shall be mailed by the Secretary of State of Illinois is Darrell E. Dies, 201 West Center Street, Eureka, Illinois 61530, until the surviving Entity shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.
12. Amendment. The parties hereto, by mutual consent of their respective Managers and Members, may amend, modify or supplement this Agreement prior to the Effective Date.
13. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

Pursuant to the approval and authority duly given by the resolutions adopted by their respective Managers and Members, this Plan and Agreement of Merger is executed by the Managers and Members of the Merging Entity and the Manager of the Surviving Entity.

David S. Risinger
David S. Risinger, Member & Manager

10-7-14
Date

Marilyn F. Risinger
Marilyn F. Risinger, Member & Manager

10-7-14
Date

Crystal L. Millett
Crystal L. Millett, Member & Manager

10-7-14
Date

Michael D. Risinger
Michael D. Risinger, Member

10-7-14
Date

Stanley K. Risinger
Stanley K. Risinger, Member

10-7-14
Date