

L14000174370

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

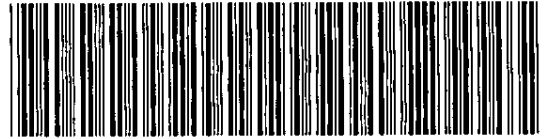
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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11/25/15--01001--004 **50.00

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DEPARTMENT OF STATE
DIVISION OF ELECTIONS
15 NOV 24 PM 3:15
NOT INTENDED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING
FILED
NOV 24 2015
DIVISION OF ELECTIONS

NOV 25 2015

C LEWIS

Wolters Kluwer

2075 Centre Pointe Boulevard, Tallahassee, FL, 32308

850-205-8842

VOLOFORCE, LLC

L14000174370

Thank you!

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		LLC
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

11/24/2015

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Order#:
9786536

Ref#: _____

Amount: \$ _____

Articles of Merger
For
Florida Limited Liability Company

FILED
51 - DIVISION OF
CORPORATION
DIVISION OF CORPORATIONS

15 NOV 24 AM 8:52

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>
<u>VoloForce, LLC</u>	<u>Maryland</u>	<u>LLC</u>
<u>VoloForce, LLC</u>	<u>Florida</u>	<u>LLC</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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>
<u>VoloForce, LLC L14000174370</u>	<u>Florida</u>	<u>LLC</u>

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).

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

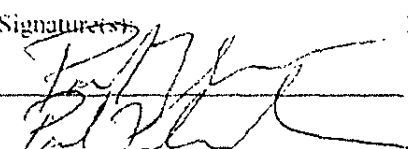
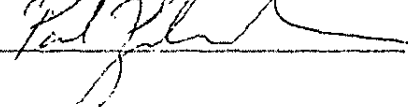
- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a 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 605, Florida Statutes is:

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:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
VoloForce, LLC (Maryland)		Paul Zsebedies
VoloForce, LLC (Florida)		Paul Zsebedies
_____	_____	_____
_____	_____	_____

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	Certified Copy (optional):	\$30.00

AGREEMENT AND PLAN OF REORGANIZATION 15 NOV 24 AM 8:53

This AGREEMENT AND PLAN OF REORGANIZATION dated as of November 18, 2015, (the "Agreement") is between VoloForce, LLC, a Maryland limited liability company ("VoloForce Maryland") and VoloForce, LLC, a Florida limited liability company ("VoloForce Florida"). VoloForce Maryland and VoloForce Florida are sometimes referred to herein as the "Constituent Companies."

RECITALS

A. VoloForce Florida is a limited liability company duly organized and existing under the laws of the State of Florida. As of the date of this Agreement, all membership interest is held by the members of VoloForce Maryland.

B. VoloForce Maryland is a limited liability company duly organized and existing under the laws of the State of Maryland.

C. The respective members of VoloForce Maryland and VoloForce Florida have determined that, for the purpose of effecting the reincorporation of VoloForce Maryland in the State of Florida, it is advisable and in the best interests of VoloForce Maryland, VoloForce Florida and their respective members that VoloForce Maryland merge with and into VoloForce Florida upon the terms and conditions herein provided.

D. The respective members of VoloForce Florida and VoloForce Maryland have approved this Agreement and have directed that this Agreement be submitted to their respective members for approval in accordance with applicable law and executed by the undersigned officers.

E. The parties hereto intend for the Merger to qualify as a continuation within the meaning of Section 708(c) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, VoloForce Florida and VoloForce Maryland hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Florida Revised Limited Liability Company Act and the Maryland Limited Liability Company Act, VoloForce Maryland shall be merged with and into VoloForce Florida (the "Merger"), the separate existence of VoloForce Maryland shall cease and VoloForce Florida shall be, and is herein sometimes referred as, the "Surviving Company," and the name of the Surviving Company shall be VoloForce, LLC.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the members of each Constituent Company in accordance with the requirements of the Florida Revised Limited Liability Company Act and Maryland Limited Liability Company Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Articles of Merger meeting the requirements of the Florida Revised Limited Liability Company Act shall have been filed with the Secretary of State of the State of Florida; and

(d) An executed Articles Merger meeting the requirements of Maryland Limited Liability Company Act shall have been filed with the Secretary of State of the State of Maryland.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of VoloForce Maryland shall cease and VoloForce Florida, as the Surviving Company, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and VoloForce Maryland's members, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of VoloForce Maryland in the manner more fully set forth in the Florida Revised Limited Liability Company Act, (iv) shall continue to be subject to all of the debts, liabilities and obligations of VoloForce Florida as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of VoloForce Maryland in the same manner as if VoloForce Florida had itself incurred them, all as more fully provided under the applicable provisions of the Florida Revised Limited Liability Company Act and Maryland Limited Liability Company Act.

II. CHARTER DOCUMENTS

2.1 Articles of Organization. The Articles of Organization of VoloForce Florida as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Organization of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.2 Operating Agreement. The Operating Agreement of VoloForce Florida is in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Operating Agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

III. MANNER OF CONVERSION OF MEMBER INTEREST

3.1 VoloForce Maryland Shares. Upon the Effective Date of the Merger, all members interest in VoloForce Maryland shall by virtue of the Merger and without any action by the

Constituent Companies, by the holder of such membership interest or by any other person, be converted into and exchanged for the same membership interest of VoloForce Florida, respectively, and the holder of such shares shall continue to be bound by the provisions of all agreements between such holder and VoloForce Maryland and/or any other member of VoloForce Maryland relating to such interest to the same extent such holder and such shares were bound, thereby, immediately prior to the Effective Date of the Merger.

3.2 VoloForce Florida Member Interest. Upon the Effective Date of the Merger, each membership interest of VoloForce Florida, by virtue of the Merger and without any action by VoloForce Florida, the holder of such membership interest or any other person, be cancelled.

IV. GENERAL

4.1 Covenants of VoloForce Florida. VoloForce Florida covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign company in the State of Maryland and, in connection therewith, irrevocably appoint an agent for service of process as required under the provisions of Maryland Limited Liability Company Act.

(b) File all necessary documents for the assumption by VoloForce Florida of all of the franchise tax liabilities of VoloForce Maryland.

(c) Take any actions as may be required by Maryland Limited Liability Company Act and the Florida Revised Limited Liability Company Act.

4.2 Further Assurances. From time to time, as and when required by VoloForce Florida or by its successors or assigns, there shall be executed and delivered on behalf of VoloForce Maryland such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by VoloForce Florida the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of VoloForce Maryland and otherwise to carry out the purposes of this Agreement, and the officers and directors of VoloForce Florida are fully authorized in the name and on behalf of VoloForce Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the members of either VoloForce Maryland or of VoloForce Florida, or of both, notwithstanding the approval of this Agreement by the members of VoloForce Maryland or by the managing member of VoloForce Florida, or by both.

4.4 Amendment. The Members of the Constituent Companies may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the members of either Constituent Company shall not: (a) alter or

change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Company, (b) alter or change any term of the Certificate of Incorporation of the Surviving Company to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any member interest of either Constituent Company.

4.5 Registered Office. The registered office of the Surviving Company in the State of Florida is 1201 Hays Street, Tallahassee, Florida 32301 and Corporation Service Company is the registered agent of the Surviving Company at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Company at Menander Wood Court, Odessa, Florida 33556 and copies thereof will be furnished to any member of either Constituent Company, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of Maryland Limited Liability Company Act.

[Remainder of Page Intentionally Left Blank and Signature Page Follows]

