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TALLAHASSEE, FLORIDA

Merge
SEP 16 2015

R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

Anna Travel, LLC

SUBJECT: _____

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Paul H. Spitz

Contact Person

Law Office of Paul H. Spitz

Firm/Company

810 Sycamore Street, 2nd Floor

Address

Cincinnati, OH 45202

City, State and Zip Code

phs@spitzbusinesslaw.com

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

For further information concerning this matter, please call:

Paul Spitz

513

258-2062

at (_____) _____

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

CR2E080 (2/14)

**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>
Anna Travel, 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>
Anna Travel, 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).

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

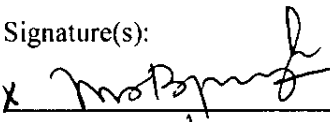
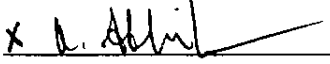
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a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

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:
Anna Travel, LLC (merging LLC)		Babu Singh, Member
Anna Travel, LLC (survivor)		Akhila Kumar, 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 an authorized person

<u>Fees:</u>	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

AGREEMENT AND PLAN OF MERGER

September 4, 2015

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is submitted in compliance with Article 37 of the Illinois Limited Liability Company Act (the "**IL Act**") and in accordance with Sections 605.1021 through 605.1026 of the Florida Revised Limited Liability Company Act (the "**FL Act** ") and is made by and between Anna Travel LLC, an Illinois limited liability company ("**IL Company**"), and Anna Travel LLC, a Florida limited liability company ("**FL Company**").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in this Agreement, the parties agree as follows:

ARTICLE I

1.1 Names of Merging and Surviving Company.

- (a) **Merging Company.** The IL Company is the Merging Company.
- (b) **Surviving Company.** The FL Company is the Surviving Company.

ARTICLE II

2.1 Merger of Va. Company with and into DE Company.

(a) **Merger.** Subject to the terms of this Agreement, IL Company shall be merged with and into FL Company (the "**Merger**").

(b) **Effective Time of the Merger.** The Merger shall become effective upon the filing of a Certificate of Merger with the Florida Secretary of State and Articles of Merger with the Illinois Secretary of State. The time of such filings is referred to as the "**Effective Time**".

(c) **Surviving Company.** At the Effective Time, the IL Company shall be merged into the FL Company and the separate existence of IL Company shall cease. The FL Company shall be the surviving company in the Merger (the "**Surviving Company**") and shall succeed, without other transfer, to all the rights, privileges, powers, franchises and property of the IL Company (including, without limitation, any and all of IL Company's right, title and interest in the IL Company Intellectual Property) and shall be subject to all the debts and liabilities of the IL Company in the same manner as if the Surviving Company had itself incurred them. For purposes of this Agreement, "**IL Company Intellectual Property**" means and includes, without limitation, any patent, patent application, invention (whether or not patentable), invention disclosure, know-how, trade secret, information, proprietary right, trademark (whether or not registered), any and all software, applications, source code, databases, specifications, agreements or arrangements pertaining thereto, and any other intellectual property right of any kind or nature.

2.2 Effects of the Merger; Additional Actions. The Merger shall have the effects set forth in the IL Act and the FL Act.

ARTICLE III

3.1 Name of Surviving Company. The name of the Surviving Company shall be Anna Travel LLC.

3.2 Articles of Organization of Surviving Company. At the Effective Time, the Articles of Organization of the Surviving Company shall remain unchanged.

3.3 Operating Agreement of Surviving Company. At the Effective Time, the Operating Agreement of the Surviving Company shall be the same as the Operating Agreement of FL Company immediately prior to the Effective Time, until thereafter duly altered, amended or repealed as provided by applicable law, the Articles of Organization or such Operating Agreement of the Surviving Company.

3.4 Address of Surviving Company. The Surviving Company's principal place of business is located at 1413 Crossbill Court, Weston, Florida 33327.

ARTICLE IV

4.1 Effect on the Member Interests

(a) **IL Company.** At the Effective Time, the member interests in the IL Company shall be exchanged for Ten Dollars (\$10.00).

(b) **The Surviving Company.** The outstanding member interests of the Surviving Company prior to the Merger shall not be cancelled or terminated as of the Effective Time.

ARTICLE V

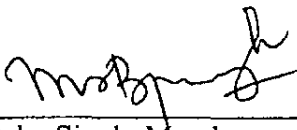
5.1 Termination. Notwithstanding the approval of this Agreement by the members of the parties, to the extent permitted by law, this Agreement may be terminated and abandoned at any time prior to the Effective Time by mutual consent of the members of IL Company and FL Company.

5.2 Amendment. To the extent permitted by law, this Agreement may be amended by the members of IL Company and FL Company at any time before or after approval of this Agreement by the members of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

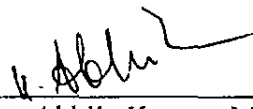
5.3 Governing Law, Counterparts. This Agreement shall be governed by and interpreted according to Florida law, and may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ANNA TRAVEL LLC,
an Illinois limited liability company

By: 
Babu Singh, Member

ANNA TRAVEL LLC,
a Florida limited liability company

By: 
Akhila Kumar, Member