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2016 APR 28 AM 9:40

SECRETARY OF STATE
ATLANTA, GEORGIA

Morgan
5/11/16

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: VISIO-D CONSULTANTS, 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:

PEDRO P. SAEZ

Contact Person

SAEZ & ASSOCIATES

Firm/Company

777 BRICKELL AVENUE, SUITE 1110

Address

MIAMI, FLORIDA 33131

City, State and Zip Code

PSAEZ@SAEZLAW.COM

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

For further information concerning this matter, please call:

MAITE MENDOZA

at (305) 358-0028

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

ARTICLES OF MERGER

between

VE CONSULTANTS LLC and VISIO-D CONSULTANTS, LLC.

FILED

2016 APR 28 AM 9:40

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 605.1025 of the Florida Statutes, the undersigned limited liability companies adopt the following Articles of Merger by which VE Consultants LLC., a New York limited liability company, shall be and is hereby merged with and into Visio-D Consultants, LLC, a Florida limited liability company:

1. The names of the limited liability companies which are parties to this merger are VE Consultants LLC ("VE of New York") organized and existing under the laws of the State of New York and Visio-D Consultants, LLC ("Visio-D of Florida"), organized and existing under the laws of the State of Florida. Visio-D Consultants, LLC shall be the surviving limited liability company.

2. A true copy of the Plan and Agreement of Merger is set forth in Exhibit "A" attached hereto and made a part hereof.

3. The Plan and Agreement of Merger was adopted by the members of VE Consultants LLC on April, 2016, and by the members of Visio-D on April, 2016, either by vote of such members or by written consent as provided in Section 605.1023 of the Florida Statutes.

4. The Plan and Agreement of Merger provides for an exchange, classification or cancellation of issued membership units and the manner in which same shall be effected.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each of the constituent limited liability companies as of this 22 day of April, 2016.

VE Consultants LLC, a New York limited liability company.

By: 

Name: Carlos E. Mendoza-Santiesteban

Title: Manager

By: 

Name: Asela Infante Suarez

Title: Manager

Visio-D Consultants, LLC , a Florida limited liability company.

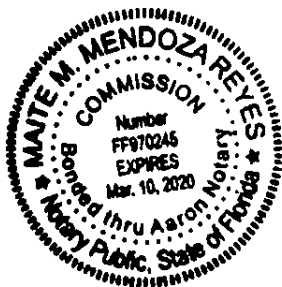
By: [Signature]
Name: Carlos E. Mendoza-Santiesteban
Title: Manager

By: [Signature]
Name: Asela Infante Suarez
Title: Manager

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

BEFORE ME, a notary public authorized to take acknowledgments in the State and County aforesaid, personally appeared Carlos E. Mendoza-Santiesteban, the Manager of Visio-D Consultants, LLC on behalf of the company. They acknowledged before me that they executed the Articles of Merger for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 22 day of April, 2016.



[Signature]
NOTARY PUBLIC, State of Florida
Maite M. Mendoza Reyes
Printed Name of Notary
My Commission Expires: March 10, 2020
Commission No.: FF 97

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

BEFORE ME, a notary public authorized to take acknowledgments in the State and County aforesaid, personally appeared Asela Infante Suarez and - the Managers of Visio-D Consultants, LLC on behalf of the company. They acknowledged before

me that they executed the Articles of Merger for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 22 day of April, 2016.



M3
NOTARY PUBLIC, State of Florida

Maite M. Mendoza Reyes
Printed Name of Notary

My Commission Expires: March 10, 2020

Commission No.: FF 970245

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made and entered into as of April 22, 2016, by and between VE Consultants LLC, a limited liability company organized under the laws of the State of New York (herein referred to as "VE"); and Visio-D Consultants, LLC, a limited liability company organized under the laws of the State of Florida (herein referred to as "Visio-D"), pursuant to Section 605.1025 of the Florida Statutes and Section 1002 of the New York Limited Liability Law.

WHEREAS, VE and Visio-D have determined that it is in their mutual best interests to merge into a single limited liability company; and

WHEREAS, VE, the merged limited liability company, by its Articles of Organization filed in the office of the Secretary of State of New York on February 18, 2014, is authorized to issue One Thousand (1,000) membership units, all of which are now issued and outstanding; and

WHEREAS, Visio-D, the surviving limited liability company, by its Articles of Organization filed in the office of the Secretary of State of Florida on April 22nd, 2016, is authorized to issue One Thousand (1,000) membership units, all of which are now, and shall remain, issued and outstanding; and

WHEREAS, the execution of this Plan and Agreement of Merger has been authorized by the Members of VE and Visio-D, as provided in Section 605.1023 of the Florida Statutes and Section 1002 of the New York Limited Liability Law;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties do hereby agree to merge subject to the following terms and conditions and in the manner hereinafter set forth:

1. **Plan of Merger.** VE shall be, and is hereby, merged into Visio-D and Visio-D shall, and does hereby, merge into itself VE, it being understood that Visio-D shall be the surviving limited liability company and the separate existence of VE shall cease.

2. **Terms of Merger.** The terms and conditions of the merger shall be as follows:

(a) The Operating Agreement of Visio-D as it shall exist on the effective date of this Agreement shall be and remain the Operating Agreement of the surviving limited liability company until the same shall be altered, amended or repealed as therein provided.

(b) The managers of Visio-D shall continue in office until the next annual meeting of members and until their successors shall have been elected and qualified.

(c) This merger shall become effective on May 1st, 2016.

(d) On the effective date of this merger, Visio-D shall succeed to, without any conveyance or other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers, purposes and franchises, both of a public and private nature, and be subject to all the restrictions, disabilities and duties of VE; and all assets, rights, privileges, immunities, powers, purposes, franchises and all other interests of VE, as they exist on said date, shall pass to and vest in Visio-D and shall thereafter be as effectually the property of such surviving limited liability company they were of VE. All debts, duties and liabilities of VE, of whatsoever kind or description,

existing on the effective date of this merger shall attach to Visio-D and may be enforced against it as fully as if said debts, duties and liabilities had been incurred or contracted by Visio-D.

3. **Conversion and Exchange of Membership Interests.** The conversion rights of members of the constituent limited liability company are as follows:

(a) On the effective date of the merger all memberships units of VE then issued and outstanding shall cease to exist. In exchange for each membership unit of VE issued and outstanding on the effective date of the merger, Visio-D shall deliver to the holder thereof one (1) membership unit of Visio-D, and each of the membership units of VE so outstanding shall automatically and without further action on the part of any holder thereof or of the constituent limited liability company be and become one (1) membership unit of Visio-D. The foregoing provisions shall not apply to any objecting member of VE or Visio-D who shall file a written objection to the merger as provided in Section 605.1023 of the Florida Statutes and Section 1002 of the New York Limited Liability Law, it being intended that such member shall have only the right to be paid the fair value of his membership units in the manner and subject to the procedures therein provided.

(b) After the effective date of the merger, each holder of any outstanding certificate or certificates theretofore representing VE membership units shall surrender the same to Pedro P. Saez, Esq., corporate counsel for Visio-D, and such holder shall, upon such surrender, receive in exchange therefor a certificate or certificates representing the number of membership units of Visio-D to which he or she shall be entitled as provided in Section 3(a) hereof. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented VE membership units shall be deemed for all limited liability company purposes to evidence ownership of the number of membership units of Visio-D to be delivered in exchange therefor, and the record holder of such certificate shall have all of the rights, privileges and participation of a record holder of such number of membership units of Visio-D.

4. **Articles of Organization.** The Articles of Organization of Visio-D, as heretofore from time to time amended, shall continue in full force and effect as the Articles of Organization of the surviving limited liability company without further modifications.

5. **Corporate Approvals.** This Plan and Agreement of Merger shall be ratified and confirmed by the affirmative vote of the members of each of the constituent limited liability company owning at least a majority of votes.

6. **Conduct of Business Operations Prior to Merger.** Prior to the effective date of the merger, neither VE nor Visio-D shall, without the prior written consent of the other, sell, encumber or otherwise dispose of any property or assets, or engage in any activity or transaction, except in the ordinary course of business.

7. **Termination.** This Plan and Agreement of Merger may be terminated and abandoned at any time on or before the date of filing of the Articles of Merger with the Department of State of the States of Florida and New York respectively, whether before or after approval thereof by the members of the constituent limited liability company by mutual consent of the Members of VE and Visio-D.


8. **Costs and Expenses.** Each party shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby and shall have no liability to any other party for such costs and expenses.

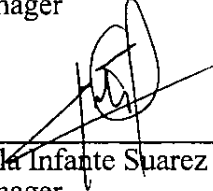
9. **Entire Agreement; Waivers and Amendments.** This Agreement contains the entire agreement between the parties with respect to the merger and related transactions and supersedes all prior arrangements or understandings with respect thereto. Any of the terms and conditions of this Agreement which may be legally waived, may be waived at any time by any party hereto which is, or the members of which are, entitled to the benefits thereof, by action taken or authorized by the Members of such party, or any of such terms or conditions may be amended or modified in whole or in part at any time, to the extent authorized by applicable law, by an agreement in writing, executed in the same manner as this Agreement after authorization to do so by the Members of the parties hereto; *provided, however*, that no such waiver, amendment or modification shall have a materially adverse effect on the benefits intended to the members of VE and Visio-D under this Agreement.

10. **Miscellaneous.** This Agreement shall not be assignable. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same document.

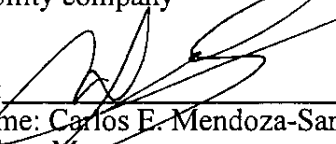
IN WITNESS WHEREOF, each of the parties hereto has caused this Plan and Agreement of Merger to be executed on its behalf, all as of the day and year first above written.

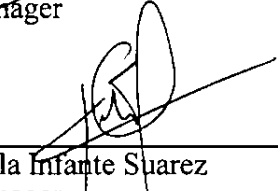
VE CONSULTANTS LLC, a New York limited liability company

By: 
Name: Carlos E. Mendoza-Santiesteban
Title: Manager

By: 
Name: Asela Infante Suarez
Title: Manager

VISIO-D CONSULTANTS, LLC, a Florida limited liability company

By: 
Name: Carlos E. Mendoza-Santiesteban
Title: Manager

By: 
Name: Asela Infante Suarez
Title: Manager