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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Wm/b
17000026914
Wm/b

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FLEITES FAMILY, 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. MENDEZ

Contact Person

LAW OFFICES OF PETER P. MENDEZ, PA

Firm/Company

1622 HILLCREST STREET

Address

ORLANDO, FLORIDA 32803

City, State and Zip Code

pmendez@mendezlaw.com

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

For further information concerning this matter, please call:

Pedro P. Mendez

Name of Contact Person

at **(407) 895-2480**

Area Code and Daytime Telephone Number

☐ Certified copy (optional) \$52.50

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

**Certificate of Merger
For
Florida Partnership**

The following Certificate of Merger is submitted in accordance with s. 620.8918, 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>
FLEITES FAMILY, LLP	FLORIDA	LLP
_____	_____	_____
_____	_____	_____
_____	_____	_____

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TALLAHASSEE, FLORIDA

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>
FLEITES FAMILY, LLC	FLORIDA	LLC
_____	_____	_____

THIRD: The date the merger is effective under the governing laws of the

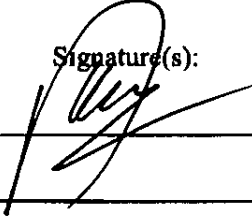
surviving party is: MARCH 13, 2017

(NOTE: If survivor is a Florida partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida partnership, effective date shall be as provided in the governing law of the surviving party.)

FOURTH: The merger was approved by each party as required by its governing law.

SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of each partnership and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
FLEITES FAMILY, LLP		NORBERTO FLEITES

Fees: Filing Fees: \$25.00 Per Party
Certified Copy: \$52.50 (Optional)
Certificate of Status: \$8.75 (Optional)

FIFTH: If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.8919(2), F.S., are as follows:

Street address: **NOT APPLICABLE**

Mailing address:

SIXTH: Other provisions, if any, relating to the merger:

**ARTICLES OF MERGER OF
FLEITES FAMILY, LLP
WITH AND INTO
FLEITES FAMILY LLC**

Pursuant to the provisions of Section 607.1025 of the Florida Statutes, the undersigned hereby adopt the following Articles of Merger:

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TALLAHASSEE FLORIDA

ARTICLE I - PLAN OF MERGER

The Plan of Merger of FLEITES FAMILY, LLP., a Florida limited liability partnership (the "Partnership"), document number LLP04-002941, with and into FLEITES FAMILY, LLC, a Florida limited liability company (the "LLC"), established as a partnership for federal tax purposes, with the LLC being the surviving entity, is set forth below:

1. The Partnership shall merge with and into the LLC, with the LLC as the surviving entity. **Fleites Family, LLC exist before the merger and is a domestic filing entity, the amendment, if any to its public organic record, is attached.**

2. Upon the consummation of the merger of the Partnership with and into the LLC, the separate existence of the Partnership shall cease. The LLC, as the surviving limited liability company, shall continue to exist by virtue of the laws of the State of Florida. The title to all property of every description, whether real or personal, and all interests, rights, privileges, powers and franchises of the LLC shall not be affected by the merger and upon the merger, the LLC, without further act or deed and without reversion or impairment, shall own and possess all the property of every description, real or personal, and all interests, rights, privileges, powers and franchises of the Partnership, prior to the merger as provided in Section 607.11101 of the Florida Statutes. Further, as provided in Section 607.11101 of the Florida Statutes, all rights of creditors and any person or persons dealing with the Partnership, shall be preserved and remain unimpaired by the merger, all liens upon the properties of the Partnership, shall be preserved and remain unimpaired by the merger, and all debts, liabilities, obligations and duties of the Partnership, shall henceforth attach to the LLC and may be enforced against the LLC to the same extent as if such obligations and duties had been incurred by the LLC. Additionally, any existing claim or action or proceeding pending by or against the Partnership or the LLC may be continued as if the merger did not occur or the LLC may be substituted in such proceedings for the Partnership.

3. At the time of the merger, the Partnership will not have outstanding any warrants, options, convertible securities, or any other type of right pursuant to which any person could acquire an ownership interest in the Partnership or in the LLC.

4. The LLC has no plan or intention to reacquire or redeem any of its membership interests issued in the merger. The LLC will issue no LLC membership interests except in exchange for the Partnership interests. The LLC has no plan or intention to sell or otherwise transfer or dispose of any of the assets held by the Partnership.

5. The manner and basis of converting the interest of the Partnership into ownership of the LLC are as follows:

a. At the effective date of the merger, all ownership and economic interests of the LLC issued and outstanding immediately prior to the merger shall remain issued and outstanding and shall be unchanged as a result of the merger.

b. The partners of the Partnership will receive no consideration other than LLC membership rights for their interests.

ARTICLE II - ADOPTION OF PLAN OF MERGER

The Plan of Merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.604.1021-605.1026; 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). The Members of the LLC have waived their rights to receive prior written notice of the Plan of Merger by written consents dated as of the 13th day of March, 2017.

ARTICLE III – EFFECTIVE DATE

The effective date of the merger shall be the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

DATED this 13th of March, 2017.

FLEITES FAMILY, LLP.

By: _____

Norberto Fleites, Partner

FLEITES FAMILY LLC

By: _____

Norberto Fleites
Operating Manager and Member

EXHIBIT "A"

PLAN OF MERGER OF FLEITES FAMILY, LLP
WITH AND INTO
FLEITES FAMILY, LLC

1. FLEITES FAMILY, LLP, a Florida limited liability partnership (the "Partnership"), shall merge with and into FLEITES FAMILY, LLC, a Florida limited liability company (the "LLC"), with the LLC being the surviving entity. The name and address of all managers of the LLC are: Norberto Fleites, 5580 E. Grant Street, Orlando, Florida 32822.

2. Upon the consummation of the merger of the Partnership with and into the LLC, the separate existence of the Partnership shall cease. The LLC, as the surviving limited liability company, shall continue to exist by virtue of the laws of the State of Florida. The title to all property of every description, whether real or personal, and all interests, rights, privileges, powers and franchises of the LLC shall not be affected by the merger and upon the merger, the LLC, without further act or deed and without reversion or impairment, shall own and possess all the property of every description, real or personal, and all interests, rights, privileges, powers and franchises of the Partnership, prior to the merger as provided in Section 607.11101 of the Florida Statutes. Further, as provided in Section 607.11101 of the Florida Statutes, all rights of creditors and any person or persons dealing with the Partnership, shall be preserved and remain unimpaired by the merger, all liens upon the properties of the Partnership, shall be preserved and remain unimpaired by the merger, and all debts, liabilities, obligations and duties of the Partnership, shall henceforth attach to the LLC and may be enforced against the LLC to the same extent as if such obligations and duties had been incurred by the LLC. Additionally, any existing claim or action or proceeding pending by or against the Partnership or the LLC may be continued as if the merger did not occur or the LLC may be substituted in such proceedings for the Partnership.

3. At the time of the merger, the Partnership will not have outstanding any warrants, options, convertible securities, or any other type of right pursuant to which any person could acquire an ownership interest in the Partnership or in the LLC.

4. The Partnership has no plan or intention to reacquire or redeem its outstanding and issued shares.

5. The LLC has no plan or intention to reacquire or redeem any of its membership interests issued in the merger. The LLC will issue no LLC membership interests except in exchange for the Partnership shares. The LLC has no plan or intention to sell or otherwise transfer or dispose of any of the assets held by the Partnership.

6. The manner and basis of converting the interests of the Partnership into ownership of the LLC are as follows:

a. At the effective date of the merger, all ownership and economic interests of the LLC issued and outstanding immediately prior to the merger shall remain issued and outstanding and shall be unchanged as a result of the merger.

b. The partners of the Partnership will receive no consideration other than LLC membership rights for their interests.

7. The effective date of the merger shall be the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

**CONSENT TO PLAN OF MERGER BY PARTNERS
OF
FLEITES FAMILY, LLP
WITH
FLEITES FAMILY, LLC**

I, NORBERTO FLEITES, sole general partner and sole partner of Fleites Family, LLP, pursuant to Florida Statutes 620.2107, consent to the merger of Fleites Family, LLP with Fleites Family, LLC.

Dated this 13th day of March, 2017.



Norberto Fleites