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2018 MAR 25 PM 4:00
STATE OF FLORIDA
TALLAHASSEE

Merger

MAR 28 2018
I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: NUTECH LOGIX, 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:

Jessica Craven, Esq.

Contact Person

Gatherwright Freeman & Assoc., PSC

Firm/Company

541 Buttermilk Pike, Suite 103

Address

Crescent Springs, KY 41017

City, State and Zip Code

jbaldwin@nutechlogix.com

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

For further information concerning this matter, please call:

Jessica Craven

at (859) 578-3000

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>
NUTECH LOGIX, LLC	Ohio	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
NUTECH LOGIX, LLC	FL	Limited Liability Company

L17000197209

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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2018 MAR 26 PM 4:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

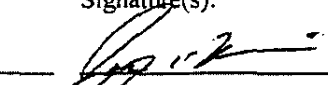
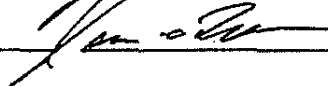
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability 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:
NuTech Logix, LLC (Ohio)		Jason Baldwin, Manager
NuTech Logix, LLC (Florida)		Jason Baldwin, Manager
_____	_____	_____
_____	_____	_____

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 of Merger and Plan of Reorganization

This Agreement of Merger and Plan of Reorganization is entered into effective as of September 22, 2017 by and between, NUTECH LOGIX, LLC, a Florida limited liability company organized on September 22, 2017 (hereinafter called "FL CO"), and NUTECH LOGIX, LLC, an Ohio limited liability company organized on March 15, 2004 (hereinafter called "OH CO").

1. The members and partners of OH CO and FL CO have resolved that OH CO and FL CO be merged into a single entity existing under the laws of the State of Florida, to wit, "NUTECH LOGIX, LLC, a Florida limited liability company", which shall be the surviving entity (the "Surviving Entity").

2. The authorized capital of FL CO consists of One Thousand (1,000) Membership Interest Units with a par value of \$ -0- per unit (hereinafter called "FL CO Membership Interest Units"), One Hundred of which are issued and outstanding as follows: One Hundred (100) Membership Interest Units owned by Jason Baldwin.

3. The authorized capital of OH CO consists of One Thousand (1,000) Membership Interest Units with a par value of \$ -0- per unit (hereinafter called "OH CO Membership Interest Units"), One Hundred of which are issued and outstanding as follows: One Hundred (100) Membership Interest Units owned by Jason Baldwin.

4. The respective Members and/or Managers of FL CO and OH CO have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW THEREFORE, for consideration of the premises and the mutual agreements, provisions, and covenants hereby contained, the parties hereto hereby agree that OH CO shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single entity existing under the laws of the State of Florida, to wit, FL CO, which shall be the Surviving Entity, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Members' Meetings; Filings; Effects of Merger

1.1 **OH CO's Members' Meeting.** OH CO shall call a meeting of its members and/or managers to be held at the earliest practicable date, upon due notice thereof to its members and/or managers to consider and vote upon, among other matters, adoption of this Agreement.

1.2 **FL CO's Members' Meeting.** FL CO shall call a meeting of its members and/or managers to be held at the earliest practicable date, upon due notice thereof to its members and/or managers to consider and vote upon, among other matters, adoption of this Agreement.

1.3 **Filing of Certificate of Merger; Effective Date;** If (a) this Agreement is adopted by the members and/or managers of OH CO, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed as required by the laws of Florida and Ohio. The Merger shall

become effective at 9:00 A.M. on the calendar day following the day of such filing in Florida, which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of OH CO shall cease, and OH CO shall be merged into FL CO which, as the Surviving Entity, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of OH CO; and all and singular, the rights, privileges, powers, and franchises of OH CO, and all property, real, personal, and mixed, and all debts due to OH CO on whatever account, as well for all other things in action or belonging to OH CO, shall be vested in the Surviving Entity; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of OH CO, and the title to any real estate vested by deed or otherwise shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of OH CO, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of OH CO shall be preserved unimpaired, and all debts, liabilities, and duties of OH CO shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of OH CO or the corresponding officers of the Surviving Entity, may, in the name of OH CO, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Entity may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Entity title to and possession of all OH CO's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

1.5 Federal Identification Number. FL CO was organized for the sole purpose of changing OH CO's place of jurisdiction. FL CO has not applied for its own federal employment identification number and shall retain the federal tax identity and Federal Employment Identification Number of OH CO.

2. Name of Surviving Entity; Certificate of Identity; Operating Agreement

2.1 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be NUTECH LOGIX, LLC, a Florida limited liability company.

2.2 Certificate of Identity. The Certificate of Identity of FL CO as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Identity of the Surviving Entity until changed or amended as provided by law.

2.3 Operating Agreement. The Operating Agreement of FL CO, as in effect at the Effective Date, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Entity until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the capital of OH CO and the nature and amount of Membership Interest Units of FL CO which the members of OH CO are to receive in exchange for such Membership Interests in OH CO are as follows:

3.1 FL CO Membership Interests. Each uncertificated One Hundred Percent (100%) Membership Interest in OH CO that is outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into One Hundred (100) fully paid Membership Interest Units in FL CO.

4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by members and/or managers of OH CO or of the Surviving Entity.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by OH CO and FL CO all on the date first above written.

NUTECH LOGIX, LLC,
a Florida limited liability company

By: _____

Jason Baldwin, Manager

NUTECH LOGIX, LLC,
an Ohio limited liability company

By: _____

Jason Baldwin, Manager