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**MERGER OR SHARE EXCHANGE
TECNOVIV LLC**

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ARTICLES OF MERGER

of

BLAWESOMES LLC
(a Florida Limited Liability Company)

With and Into

TECNOVIV LLC
(a Florida Limited Liability Company)

Pursuant to Sections 605.1021-605.1026 of the Florida Revised Limited Liability Company Act (the "FRLCA"), BLAWESOMES LLC, a limited liability company organized and existing under the laws of the State Florida ("BLAWESOMES"), and TECNOVIV LLC, a limited liability company organized and existing under the laws of the State Florida ("TECNOVIV"), adopted on the 24th day of December, 2020, the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FRLCA, and hereby certify as follows:

ARTICLE I

The Agreement and Plan of Merger (the "Plan of Merger"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 605.1022 of the FRLCA, provides for the merger of BLAWESOMES (the "Constituent Entity") with and into TECNOVIV (the "Merger"), with TECNOVIV as the surviving entity (the "Surviving Company").

ARTICLE II

The Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company.

ARTICLE III

The Plan of Merger was duly approved by a unanimous written consent executed by all the members and managers of the Surviving Company and a unanimous written consent executed by all the members and managers of the Constituent Entity, pursuant to Sections 605.1021-605.1026 of the FRLCA on the 24th day of December, 2020.

ARTICLE IV

The Merger shall be effective as of the date of filing of these Articles of Merger (the "Effective Time"). At the Effective Time, the separate existence of each of the Constituent Entity shall cease and the Constituent Entity shall be merged with and into the Surviving Company in accordance with the terms and conditions of the Plan of Merger.

IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 24th day of December, 2020.

BLAWESOMES LLC, the Constituent Entity:

By: 
Clarisse Ullrich
Manager

TECNOVIV LLC, the Surviving Company:

By: 
Clarisse Ullrich
Manager

AGREEMENT AND PLAN OF MERGER

BLAWESOMES LLC, a limited liability company organized under the laws of the State Florida ("BLAWESOMES"), and TECNOVIV LLC, a limited liability company organized under the laws of the State Florida ("TECNOVIV", and together with BLAWESOMES, the "Parties"), enter into this Agreement and Plan of Merger on this 24th day of December, 2020 (this "Agreement").

RECITAL

The members and managers of BLAWESOMES and TECNOVIV deem it advisable and in the best interest of said companies that BLAWESOMES (the "Constituent Entity") merges with and into TECNOVIV (the "Surviving Company").

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the Parties hereto that the Constituent Entity shall merge with and into the Surviving Company in accordance with the applicable provisions of the Florida Revised Limited Liability Act, as amended (the "FRLICA"), and upon the following terms and conditions:

TERMS

1. Merger. In accordance with the laws and applicable provisions of the laws of the State of Florida, the Constituent Entity shall merge into and become a part of TECNOVIV (the "Merger"). Upon the effective date of the Merger, the separate corporate existence of the Constituent Entity shall cease. The effective date for the Merger shall be on the date of filing of the Articles of Merger.

2. Changes to Articles of Organization. The Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company.

3. Changes to Operating Agreement. The Operating Agreement of the Surviving Company shall be the Operating Agreement of the Surviving Company.

4. Changes to Members and Managers. The Members and Managers of the Surviving Company shall be the current Members and Managers of the Surviving Company.

5. Representations and Warranties.

(a) BLAWESOMES represents and warrants as follows:

(i) *Organization and Good Standing.* BLAWESOMES is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.

(ii) *Authorization.* The execution, delivery and performance of this Agreement

by BLAWESOMES have been duly and validly authorized and approved by all necessary corporate action.

(b) TECNOVIV represents and warrants as follows:

- (i) *Organization and Good Standing.* TECNOVIV is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.
- (ii) *Authorization.* The execution, delivery and performance of this Agreement by TECNOVIV have been duly and validly authorized and approved by all necessary corporate action.

6. Effects of Merger. The Merger shall have the effect provided therefor by Florida law. As of the effective date of the Merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entity; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the Constituent Entity, shall be deemed to be transferred to and vested in the Surviving Company without further act or deeds; and the title to any property or any interest therein, vested in the Constituent Entity, shall not revert to or be in any way impaired by reason of the Merger.

The Surviving Company shall be responsible and liable for all the liabilities and obligations of the Constituent Entity; and any claims existing by or against the Constituent Entity may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Company may be substituted in the place of the Constituent Entity. The rights of any creditors of the Constituent Entity shall not be impaired by the Merger. The Surviving Company shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of the Constituent Entity.

7. Membership Interests. Each member's proprietary ownership in the Constituent Entity immediately before the Merger will be identical to the member's proprietary ownership in the Surviving Company immediately after the Merger.

8. Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in the Surviving Company the title to any property or rights of the Constituent Entity, or to otherwise carry out the provisions hereof, the proper officers, directors and /or managers of the Constituent Entity, as of the effective date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Company and to otherwise carry out the provisions hereof.

9. Abandonment or Amendment. At any time prior to the filing of the Articles of Merger with the State of Florida, Office of the Secretary of State, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the Parties pursuant to this provision.

10. Approval. This Agreement has been approved by, and the execution and delivery thereof authorized by, the members and managers of the Surviving Company and of the Constituent Entity.

11. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13. Costs. All costs in connection with this Agreement will be paid by the Surviving Company.

14. Governing Law; Submission to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date written above

BLAWESOMES LLC, the Constituent Entity:

By: 
Clarisse Ullrich
Manager

TECNOVIV LLC, the Surviving Company:

By: 
Clarisse Ullrich
Manager