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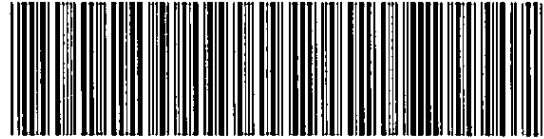
(Business Entity Name)

(Document Number)

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2018 OCT 24 PM 12:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Alger

OCT 30 2018
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Scott Moore Consulting, 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:

Scott Moore
Contact Person

Scott Moore Consulting, LLC
Firm/Company

15 Paradise Plz, unit #311
Address

Sarasota, FL 34239
City, State and Zip Code

Scott@scottmoore.consulting
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Scott Moore at (615) 933-8515
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
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>
Scott Moore Consulting LLC	TN	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>
Scott Moore Consulting LLC	FL	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).

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CLERK OF CIRCUIT COURT

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

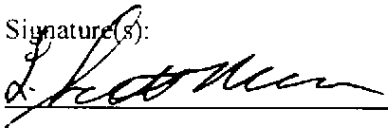
- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☒ This entity is created by the merger and is a 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:
<u>Scott Moore Consulting</u>	<u></u>	<u>L. Scott Moore</u>
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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

ARTICLES OF MERGER

Pursuant to the provisions of Section 605.1025 of the Florida Revised Limited Liability Company Act, as amended (the "Act"), Scott Moore Consulting, LLC, a Florida limited liability company ("SMC"), adopts the following Articles of Merger for the purpose of merging Scott Moore Consulting, LLC, a Tennessee limited liability company (TNSMC") with and into SMC, with SMC continuing on as the surviving company (the "Merger"):

1. The Agreement and Plan of Merger is attached hereto as **Exhibit A** and incorporated herein by reference.
2. The name, jurisdiction of formation and type of entity of the merging entity that shall not survive is as follows:

Scott Moore Consulting, LLC, a Tennessee limited liability company

3. The name, jurisdiction of formation and type of entity of the merging entity that shall be the surviving entity is as follows:

Scott Moore Consulting, LLC, a Florida limited liability company

4. Pursuant to Section 605.1021 through Section 605.1026 of the Florida Revised Limited Liability Company Act, as amended from time to time (the "Act"), the Agreement and Plan of Merger was duly approved by SMC, the surviving entity, by its sole member on 02/15, 2018.

5. Pursuant to the Tennessee Revised Limited Liability Company Act, as amended from time to time, the Agreement and Plan of Merger was duly adopted by TNSMC by its sole member on 02/15, 2018.

6. The Articles of Organization and Operating Agreement of SMC, as surviving entity, shall continue in full force and effect without amendment following the effective date of the merger.

7. As surviving entity, SMC has agreed to pay to any members of any limited liability company with appraisal rights, if any, the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061 through 605.1072 of the Act.

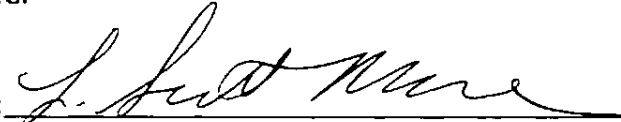
8. The Agreement and Plan of Merger were duly authorized by all action required by the laws of the State of Tennessee for TNSMC and by the laws of the State of Florida for SMC; moreover both of TNSMC and SMC are hereby authorized to take such action by their respective organizational documents.



9. These Articles of Exchange shall become effective upon filing with the office of the Department of State for the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed on their behalf as of 02/15, 2018.

SMC:

By: 
Name: L. Scott Moore
Title: President

TNSMC:

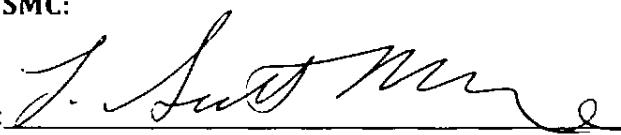
By: 
Name: L. Scott Moore
Title: President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") between Scott Moore Consulting, LLC, a Florida limited liability company ("SMC") formed on 02/15, 2018, and Scott Moore Consulting, LLC ("TNSMC"), a Tennessee limited liability company formed on January 29, 2015.

WITNESSETH:

WHEREAS, SMC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with one (1) member (the "Member") holding 100% of the membership interests (the "Membership Interests");

WHEREAS, SMC has no options or warrants issued and outstanding;

WHEREAS, TNSMC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee with one (1) member (the "TNMember") holding 100% of the membership interests;

WHEREAS, TNSMC has no options or warrants issued and outstanding;

WHEREAS, the TNMember representing a all of the membership interests of TNSMC has determined that, for purposes of effecting a change of the company's classification from a Tennessee limited liability company to a Florida limited liability company and a change of the jurisdiction in which the Company is organized from Tennessee to Florida, it is advisable and in the best interests of TNSMC and the TNMember of TNSMC for TNSMC to merge with and into SMC upon the terms and conditions set forth herein;

WHEREAS, the Member of SMC has authorized and approved the merger of TNSMC with and into SMC subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement and directed that it be executed by the Member;

WHEREAS, the Member of SMC and the TNMember of TNSMC have approved the merger and the Merger Agreement; and

WHEREAS, it is the intention of SMC and TNSMC that the merger be a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

