

L200000 95990

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2020 APR 15 AM 11:06

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Merger/CC

APR 29 2020

I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Blue Sun Business Services 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:

C Michael Dalton

Contact Person

Blue Sun Business Services LLC

Firm/Company

401 East Jackson Street, Suite 2340

Address

Tampa FL 33602

City, State and Zip Code

cmdalton@theblue.company

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

For further information concerning this matter, please call:

C Michael Dalton

at

833

525-8326

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:

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<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Blue Sun Business Services LLC	Florida	Single Member LLC
NotaryMotion, LLC	Virginia	Single Member 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>
Blue Sun Business Services LLC	Florida	Single Member LLC

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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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2020 JUN 15 AM 11:06
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE, FLORIDA

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


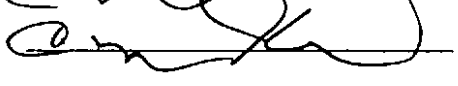
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited 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:
NotaryMotionN, LLC		C Michael Dalton
Blue Sun Business Services LLC		C Michael Dalton
_____	_____	_____
_____	_____	_____

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 AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Merger Agreement**”) between NotaryMotion, LLC, a Virginia limited liability company (“**NotaryMotion**”) formed on January 31, 2017, and Blue Sun Business Services LLC (“**theBlue°Company**”), a Florida limited liability company formed on April 03, 2020.

WITNESSETH:

WHEREAS, NotaryMotion is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia with a single member (the “**Member**”) holding 100% of the membership interests (the “**Membership Interests**”);

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

WHEREAS, theBlue°Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with a single member (the “**Member**”) holding 100% of the membership interests (the “**Membership Interests**”);

WHEREAS, theBlue°Company has no options or warrants issued and outstanding;

WHEREAS, the member representing a majority of the membership interests of NotaryMotion (the “**Majority Member**”) has authorized and approved the merger of NotaryMotion with and into theBlue°Company subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement as indicated and executed by the undersigned Member;

WHEREAS, the member representing a majority of the membership interests of theBlue°Company (the “**Majority Member**”) has authorized and approved the merger of NotaryMotion with and into theBlue°Company subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement as indicated and executed by the undersigned Member;

WHEREAS, the Majority Member of NotaryMotion and the Majority Member of theBlue°Company have approved the merger and the Merger Agreement; and

WHEREAS, it is the intention of NotaryMotion and theBlue°Company 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:

**ARTICLE I.
THE MERGER**

Section 1.1. Merger of NotaryMotion into theBlue°Company. At the Effective Time (as defined in Section 2.1), NotaryMotion shall merge with and into theBlue°Company ("**Merger**") in accordance with the Virginia Statutes, Virginia Limited Liability Company, pursuant to Section 13.1-1070 of the Virginia Limited Liability Company Act, (the "**Virginia Law**") and in accordance with the Florida Statutes, Florida Limited Liability Company, pursuant to Chapter 608.438, (the "**Florida Law**").

The separate existence of NotaryMotion shall thereupon cease and theBlue°Company shall be the surviving limited liability company (hereafter referred to as the "**Surviving LLC**") and 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 each of NotaryMotion and theBlue°Company (together referred to as the "**Constituent LLCs**"); and all the rights, privileges, powers and franchises of each of the Constituent LLCs, and all property, real, personal and mixed, and all debts due to either of the Constituent LLCs, on whatever account, as well as for stock subscriptions and all other things in action or belonging to the Constituent LLC, shall be vested in the Surviving LLC; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving LLC as they had been of the several and respective Constituent LLCs, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in either of such Constituent LLC shall not revert or be in any way impaired by reason of the Florida Law; but all rights of creditors and all liens upon property of any of the Constituent LLCs shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent LLCs shall thereafter attach to the Surviving LLC and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it. All acts, plans, policies, agreements, arrangements, approvals and authorizations of NotaryMotion and the Member which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving LLC and NotaryMotion.

**ARTICLE II.
EFFECTIVE TIME; EFFECT OF MERGER**

Section 2.1. Effective Time. The Merger shall become effective on the date the Articles of Merger is filed with the Florida Department of State (the "**Effective Time**").

Section 2.2. Effects of the Merger. At the Effective Time, the Merger shall have the effects specified in the Virginia Law, the Florida Law and this Merger Agreement.

Section 2.3. Articles of Organization. At the Effective Time, the Articles of Organization of theBlue°Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving LLC.

Section 2.4. Membership. At the Effective Time, the Member of theBlue°Company shall retain and hold their position within the Surviving LLC.

Section 2.5. Change of Name. At the Effective Time, the name set forth in Paragraph 1, Name of Limited Liability Company, of theBlue°Company Articles of Organization, shall be the name of the Surviving LLC.

ARTICLE III. MISCELLANEOUS

Section 3.1. Amendment. This Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time with the mutual consent of the Majority Member of NotaryMotioN and the Majority Member of theBlue°Company to the full extent permitted under applicable law.

Section 3.2. Abandonment; Postponement. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Majority Member of NotaryMotioN or the Majority Member of theBlue°Company, or the consummation of the Merger may be postponed for a reasonable period of time, without any action of the Majority Member of NotaryMotioN or the Majority Member of theBlue°Company, notwithstanding the approval of this Merger Agreement by the Majority Member of NotaryMotioN or the Majority Member of theBlue°Company.

Section 3.3. Further Assurances. If at any time after the Effective Time of the Merger, the Surviving LLC shall consider that any assignments, transfers, deeds or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving LLC, title to any property or rights of NotaryMotioN, NotaryMotioN and its Member shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving LLC, and the Member of the Surviving LLC is fully authorized in the name of NotaryMotioN or otherwise to take any and all such action.

Section 3.4. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

Section 3.5. Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws of such State

Section 3.6. Agent for Service of Process. The Surviving LLC appoints the Virginia Secretary of the Commonwealth as its agent for service of process in a proceeding to enforce obligations of the limited liability company that merged into such entity, including any appraisal rights of its members. The Surviving LLC agrees to pay to any NotaryMotion members with appraisal rights the amount to which such members are entitled.

Section 3.7. Notices. All communication hereunder shall be in writing and, sent by mail, or by facsimile.

If to NotaryMotion to:

Blue Sun Business Services LLC
401 East Jackson Street, Suite 2340
Tampa FL 33602

If to theBlue°Company to:

Blue Sun Business Services LLC
401 East Jackson Street, Suite 2340
Tamps FL 33602

IN WITNESS WHEREOF, the parties to this Merger Agreement have executed this Merger Agreement on and as of the day first written above.

NOTARYMOTION

THEBLUE°COMPANY

NotaryMotion, LLC,
a Virginia limited liability company

Blue Sun Business Services LLC,
a Florida limited liability company

By: 

By: 

Name: C Michael Dalton

Name: C Michael Dalton

Title: Owner & Principal Consultant

Title: Owner & Principal Consultant
