

M 08 UUUUU 5074

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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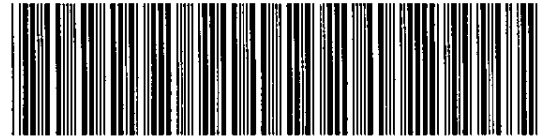
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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11/18/08--01004--009 **60.00

RECEIVED
08 NOV 18 AM 10:44
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
08 NOV 18 PM 1:05
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

B. KOHR

NOV 18 2008

EXAMINER



UCC FILING & SEARCH SERVICES, INC.
1574 Village Square Blvd Ste 100
Tallahassee, Florida 32309
(850) 681-6528

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UCC SERVICES
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November 18, 2008

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Pro Parking Lot Services, Inc. into Pro Parking Lot Services, LLC

Filing Evidence

- ☒ Plain/Confirmation Copy
- ☐ Certified Copy

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

File 1st

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08 NOV 18 PM 1:05
TALLAHASSEE, FLORIDA

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

**Certificate of Merger
For
Florida Limited Liability Company**

FILED
08 NOV 18 PM 1:05
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Pro Parking Lot Services, Inc.	Florida	LLC
P06000012804		

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>
Pro Parking Lot Services, LLC	Delaware	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o National Registered Agents, Inc.

160 Greentree Drive, Suite 101

Dover, DE 19904

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: not applicable

Mailing address:

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Pro Parking Lot Services, Inc. (FL)		Fausto Padron, President
Pro Parking Lot Services, LLC (DE)		Fausto Padron, Managing Member

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 a member or authorized representative

<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
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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement") is entered into by and between Pro Parking Lot Services, LLC a Delaware limited liability company (the "LLC"), and Pro Parking Lot Services, Inc., a Florida corporation (the "Corporation"), as of October 31, 2008.

WHEREAS, it is the intent of the parties by executing the Agreement to enter into a plan of reorganization which conforms with Section 368(a)(1)(F) of the Internal Revenue Code of 1986, pursuant to which the Corporation's total Assets will be transferred to the LLC;

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration mutually exchanged by the parties hereto, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto agree as follows:

1. The Merger.

1.1 Surviving Entity. Upon the time of filing (the "Effective Time") of a Certificate of Merger with the Secretary of State of the State of Florida and the simultaneous filing of the Certificate of Merger with the Secretary of State of Delaware:

(a) the Corporation shall be merged with and into the LLC (the "Merger") in accordance with Florida Business Corporation Law, Section 607.1101 and the Delaware Limited Liability Company Act, Section 18-209,

(b) the LLC shall be the surviving entity of the Merger (hereinafter sometimes called the "Surviving Entity"),

(c) the identity, existence, rights, privileges, powers, franchises, properties and assets of the LLC shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Entity, and

(d) the identity and separate existence of the Corporation shall cease, and all of the rights, privileges, powers, franchises, properties and assets of the Corporation shall be vested in the Surviving Entity.

1.2 Operating Agreement, Members, Manager and Officers. From and after the Effective Time until amended as provided by law, the Operating Agreement, as amended, of the LLC shall be the Operating Agreement of the Surviving Entity, and the manager and any officers of the LLC in office immediately prior to the Effective Time shall become the manager and officers of the Surviving Entity as of the Effective Time.

1.3 Share Conversion. At the Effective Time each share of Common Stock of the Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Corporation or the LLC, be canceled; and all of the membership interests in the LLC existing prior to the Merger shall remain outstanding membership interests in the Surviving Entity following the Merger.

2. General.

2.1 Condition to the Merger. The Merger shall have been duly authorized by both the Corporation and the LLC prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware effecting the Merger.

2.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the vote of either the manager of the LLC or the board of directors of the Corporation. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, directors, managers, members or stockholders shall have any liability hereunder.

2.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

[Signature page follows.]