

Division of Corporations

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**N11000010828**

Florida Department of State  
Division of Corporations  
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To:

Division of Corporations  
Fax Number : (850) 617-6380

Michelle Narea-Popu

From:

Account Name : GREENSPOON MARDER, P.A.  
Account Number : 076064003722  
Phone : (888) 491-1120  
Fax Number : (954) 343-6962

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE  
THE TORRES FOUNDATION, INC.**

Certificate of Status	0
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**EXAMINER**

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# Fax Message

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**To:** FLORIDA SECRETARY OF STATE  
**Fax:** 18506176383  
**From:** Michelle Narea-Popu  
Greenspoon Marder, P.A.  
**Date:** 12/19/2011 5:07 PM  
**Pages:** 1 of 8 (including this page)  
**Subject:** diplomatic training, llc merge w/into the torres foundation inc.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER  
FOR  
DIPLOMATIC TRAINING, LLC  
A FLORIDA LIMITED LIABILITY COMPANY  
and  
THE TORRES FOUNDATION, INC.  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

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The undersigned desiring to file and submit this Certificate of Merger of a limited liability company pursuant to Florida Law as set forth in Section 608.4382, of the Florida Statutes with and into a Florida not-for-profit corporation in accordance with s. 607.1109 or 617.0302, Florida Statutes.

1. NAME AND JURISDICTION OF MERGING PARTIES ARE AS FOLLOWS:

- a) DIPLOMATIC TRAINING, LLC, a Florida limited liability company *L10000026163*  
b) THE TORRES FOUNDATION, INC., is a Florida not-for-profit corporation *N11000010828*

2. NAME AND JURISDICTION OF SURVIVING ENTITY IS AS FOLLOWS: The

Surviving Entity in this merger is: THE TORRES FOUNDATION, INC., is a Florida not-for-profit corporation ("Surviving Entity"), having a principal mailing address of 3822 Papaya Street, St. James City, Florida 33956.

3. AUTHORIZATION. The merger was authorized, approved and adopted by unanimous consent by the Members of Diplomatic Training, LLC, on August 1, 2011, in accordance with its governing law and in accordance with the provisions of the operating agreement, if any; and The merger was authorized, approved and adopted by unanimous consent by the Board of Directors of the Surviving Entity on August 1, 2011, in accordance with its governing law and Bylaws.

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4. PLAN OF MERGER. Attached as Exhibit "A" is a complete copy of the Plan and Agreement of Merger as approved by each respective merging party in accordance with the applicable laws of the State under which said entity is organized.

5. EFFECTIVE DATE. This Certificate of Merger shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned authorized representative of each merging entity has executed this certificate of merger the 1 day of August, 2011.

MERGING ENTITY:

DIPLOMATIC TRAINING, LLC, a Florida limited liability company

By:   
Jerry W. Torres, Manager/Member

SURVIVING ENTITY:

THE TORRES FOUNDATION, INC., a Florida not-for-profit corporation

By:   
Jerry W. Torres, President

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### PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT is made effective as of the 1 day of August, 2011, by and between THE TORRES FOUNDATION, INC., a Florida not-for-profit corporation ("Corporation") and Diplomatic Training, LLC, a Florida limited liability company ("LLC").

### RECITALS

1. The Corporation and the LLC are corporate entities duly organized, validly existing and in good standing under the laws of the State of Florida; and
2. The Boards of Directors of the Corporation and the Members of the LLC each deem it desirable and in the respective best interests of their corporate entities that the LLC merge with and into the Corporation with the Corporation remaining as the surviving corporate entity;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. Merger. The LLC shall be merged with and into the Corporation and the Corporation shall continue as the surviving corporate entity. The Corporation shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of the LLC and shall become subject to all the debts and liabilities of the Corporation in the same manner as if it had acquired and incurred them, respectively.

2. Principal Office. The principal office of the Corporation as the surviving corporate entity will be 3822 Papaya Street, St. James City, Florida 33956, and shall remain so upon the merger.

3. Objects and Purposes. The nature of the current and intended business of the surviving corporation shall be any and all business as permitted under Florida law.

4. Articles of Incorporation. The purposes and number of Directors of the surviving corporation shall be as appears in the Articles of Incorporation (as amended, if applicable) of the Corporation on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. From and after the effective date of the merger hereunder, and until further amended, altered or restated as provided by law, such Articles of Incorporation, as amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the surviving corporation.

5. By-Laws. The present By-Laws of the Corporation shall remain as the By-Laws of the surviving corporation following the merger and shall not be amended, nor repealed by reason of such merger.

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6. Names and Addresses of Directors. The names and addresses of the persons who shall constitute the Board of Directors of the surviving corporation upon the effective date of the merger shall be as currently set forth in the corporate minute book of the Corporation.

7. Stock Ownership and Member Interest. The sole member and manager of the LLC is Jerry W. Torres. The Corporation is a not-for-profit corporation and does not have any shares. Jerry W. Torres will continue to hold an interest in the Corporation as founding director and principal officer of the Corporation.

8. Effective Date. The merger shall become effective upon filing the Articles of Merger with the Florida Department of State.

9. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the Board of Directors of the constituent corporations may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this agreement shall be void and of no effect.

10. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. Waiver. No waiver is valid unless in writing and issued by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

12. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Broward County, Florida.

13. Assignment. Neither this Agreement or any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.

14. Integration and Captions. This Agreement includes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.

15. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.

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16. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

17. Ambiguities. The normal rule of construction to the effect that ambiguities in any agreement are construed against the drafting party shall not apply to this Agreement.

18. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.

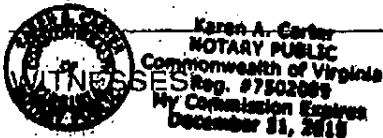
19. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender; all singular words shall include the plural and all plurals shall include the singular.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WITNESSES:

Kalabe



THE TORRES FOUNDATION, INC.  
(Corporation)

By: [Signature]  
Jerry W. Torres  
Its: President

DIPLOMATIC TRAINING, LLC  
(LLC)

By: [Signature]  
Jerry W. Torres  
Its: Sole Member/Manager

City/County of Arlington  
Commonwealth of Virginia  
Subscribed and sworn to before me  
this 12<sup>th</sup> day of October, 2011  
by Karen Carter  
[Signature] Notary Public  
Reg. # 7502009 Commission expires 12/31/2015

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