

P13000101883

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

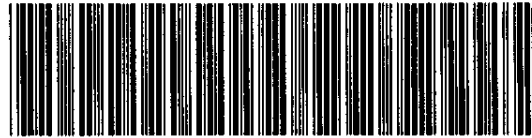
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/31/13--01024--001 **35.00

01/27/14--01015--014 **25.00

APPROVED
AND
FILED
13 DEC 31 AM 11:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1-1-2014

C. Lewis
1-8-2014



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 8, 2014

SUZANNE THOMPSON / MOSS & BARNETT
4800 WELLS FARGO CENTER 90 SOUTH 7TH ST
MINNEAPOLIS, MN 55402-4129 US

SUBJECT: THE ENTERPRISE LAB, INC.
Ref. Number: P13000101883

We have received your document for THE ENTERPRISE LAB, INC. and check(s) totaling \$35.00. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$25.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

Letter Number: 314A00000503



January 24, 2014

Amendment Section
Division of Corporations
Clifton Building
PO Box 6327
Tallahassee, FL 32314

Re: Articles of Merger of The Enterprise LAB, LLC (Minnesota) into The Enterprise LAB, Inc. (Florida)
Our File No.: 23789.10

Dear Sir / Madam:

Enclosed is a copy of your letter of January 8, 2014 regarding the above filing for The Enterprise Lab, Inc. Also enclosed is our check in the amount of \$25 in payment of the balance due. Per your letter, the original Articles of Merger and check in the amount of \$35 has been retained by your office.

We would appreciate it if the date of filing of the merger be the date of your letter, January 8, 2014 or earlier.

Please return the Articles of Merger with the filing information stamped on them to my attention at your earliest convenience.

Your assistance in this matter is appreciated.

Very truly yours,

Suzanne M. Thompson
Paralegal
(612) 877-5352
Suc.Thompson@lawmoss.com

/smt
Enclosures
2450416v1



December 30, 2013

VIA FEDERAL EXPRESS

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Articles of Merger of The Enterprise LAB, LLC (Minnesota) into The Enterprise LAB, Inc. (Florida)
Our File No.: 28788.10

Dear Sir / Madam:

Enclosed for filing with your office are an original and one copy of Articles of Merger of The Enterprise LAB, LLC, a Minnesota limited liability company with and into The Enterprise LAB, Inc., a Florida corporation (the surviving corporation). Also enclosed is a Cover Letter and our check in the amount of \$35.00 in payment of your filing fees.

Please return the Articles of Merger with the filing information stamped on them to my attention at your earliest convenience.

Your assistance in this matter is appreciated.

Very truly yours,

Suzanne M. Thompson
Paralegal
(612) 877-5352
Sue.Thompson@lawmoss.com

/smt
Enclosures
2442075v1

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: The Enterprise LAB, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Suzanne Thompson

Contact Person

Moss & Barnett

Firm/Company

4800 Wells Fargo Center, 90 South 7th Street

Address

Minneapolis, MN 55402-4129

City, State and Zip Code

sue.thompson@lawmoss.com

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

For further information concerning this matter, please call:

Suzanne Thompson at (612) 877-5352

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

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 Profit or Non-Profit Corporation

APPROVED
AND
FILED
13 DEC 31 AM 11:01
SECRETARY
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
The Enterprise LAB, LLC	Minnesota	limited liability company

EFFECTIVE DATE
1-1-2014

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>
P13000101883 The Enterprise LAB, Inc.	Florida	corporation

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:

January 1, 2014

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:

N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
The Enterprise LAB, Inc.	<i>Lawrence A. Barbetta</i>	Lawrence A. Barbetta
The Enterprise LAB, LLC	<i>Lawrence A. Barbetta</i>	Lawrence A. Barbetta

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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

APPROVED
AND
FILED
13 DEC 31 AM 11:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See attached.

AGREEMENT AND PLAN OF MERGER

APPROVED
AND
FILED
13 DEC 31 AM 11:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 27 day of December, 2013, by and between The Enterprise LAB, Inc., a Florida corporation (the "Surviving Company"), and The Enterprise LAB, LLC, a Minnesota limited liability company (the "Merging Company").

WHEREAS, the Surviving Company and the Merging Company, sometimes referred to collectively herein as the "Constituent Companies," deem it advisable and in the best interest of the Constituent Companies and their respective owners that the Merging Company merge itself with and into the Surviving Company, with the Surviving Company being the surviving corporation, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the Constituent Companies have agreed and do hereby agree each with the other that the Merging Company shall be merged with and into the Surviving Company with the Surviving Company being the surviving corporation, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

1. MERGER

1.1 **Merger of the Merging Company With and Into the Surviving Company.** On the Effective Date (as defined in Section 1.2), the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company being the surviving corporation, pursuant to the provisions of the Florida Business Corporation Act and the Minnesota Limited Liability Company Act (the "Merger"). On the Effective Date of the Merger, the separate existence of the Merging Company shall cease and the Constituent Companies shall become a

single entity with the Surviving Company being the surviving corporation. Thereafter, the Surviving Company, as the surviving corporation, shall have all of the rights, privileges, immunities and powers, and will be subject to all of the duties and liabilities of a corporation organized under the Florida Business Corporation Act. In addition, as the surviving corporation, the Surviving Company shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due on any account, including contribution agreements, and all other choses in action, and every other interest of or belonging to or due to each of the Constituent Companies shall vest in the Surviving Company, as the surviving corporation, without any further act or deed. The Merging Company hereby agrees from time to time, as and when requested by the Surviving Company, as the surviving corporation, or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such confirmatory deeds, assignments and other instruments and to take or cause to be taken such further or other action as the Surviving Company, as the surviving corporation, may deem necessary or desirable in order to vest in and confirm to the Surviving Company, as the surviving corporation, title to and possession of any property of the Merging Company acquired or to be acquired by reasons of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper managers and governors of the Merging Company and the officers and directors of the Surviving Company, as the surviving corporation, are fully authorized in the name of the Merging Company or otherwise to take any and all such action. The title to any real estate or any interest therein vested in either of the Constituent Companies shall not revert nor in any way become impaired by reason of the Merger. As of the Effective Date, the Surviving Company, as the surviving corporation, shall become responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and a claim of or

against, or a pending proceeding by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, or the Surviving Company, as the surviving corporation, may be substituted in the place of the Merging Company. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the Merger.

1.2 **Effective Date of Merger.** The Merger shall be effective under Minnesota law upon the later of: (i) the date and time of filing of the Articles of Merger (which shall include this Agreement and Plan of Merger) with the Office of the Secretary of State, or (ii) at 12:01 a.m. on January 1, 2014 (the "Effective Date").

2. **ARTICLES OF INCORPORATION**

2.1 **Articles of Incorporation.** The Articles of Incorporation of the Surviving Company in effect immediately prior to the *Effective Date* shall continue to be the Articles of Incorporation of the Surviving Company, as the surviving corporation, until altered or amended as provided under the Florida Business Corporation Act.

2.2 **Directors and Officers.** The directors and officers of the Surviving Company in office immediately prior to the Effective Date of the Merger shall continue to be the directors and officers, respectively, of the Surviving Company, as the surviving corporation, until the expiration of their terms as such or until their successor or successors shall otherwise be duly elected and qualify.

3. **CONVERSION OF MEMBERSHIP INTEREST/STOCK OF CONSTITUENT COMPANIES**

3.1 **Membership Interest of Merging Company.** On the Effective Date of the Merger, all of the membership interests of the Merging Company shall be surrendered for cancellation.

3.2 **Stock of Surviving Company.** None of the stock of the Surviving Company issued and outstanding immediately prior to the Effective Date of the Merger shall be converted as a result of the Merger, but all said stock shall continue to be all of the issued and outstanding stock of the Surviving Company, as the surviving corporation.

4. **COMPLIANCE WITH FLORIDA AND MINNESOTA LAW**

Articles of Merger shall be prepared pursuant to Section 607.1109 of the Florida Business Corporation Act and Section 322B.73 of the Minnesota Limited Liability Company Act, and such Articles of Merger shall be signed on behalf of each Constituent Company and filed by the Surviving Company, as the surviving corporation, with the office of the Florida Department of State.

5. **PAYMENT OF EXPENSES**

The Surviving Company, as the surviving corporation, shall pay all expense of carrying this Agreement and Plan of Merger into effect and of accomplishing the Merger.

6. **GENERAL**

6.1 **Termination and Abandonment.** At any time prior to the Effective Date of the Merger, this Agreement may be terminated and the Merger abandoned by the mutual consent of all of the parties hereto.

6.2 **Amendment.** This Agreement may be amended at any time prior to the Effective Date with the mutual consent of all of the parties hereto.

6.3 **Headings.** The headings set forth herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day, month and year first above written.

MERGING COMPANY:

THE ENTERPRISE LAB, LLC

By: Lawrence A. Barbetta
Lawrence A. Barbetta, Its Chief Manager

SURVIVING COMPANY:

THE ENTERPRISE LAB, INC.

By: Lawrence A. Barbetta
Lawrence A. Barbetta, Its President