

PI4000023227

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

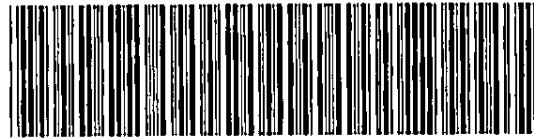
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FILED
JAN 10 2019
CLERK OF COURT
JAN 10 2019
JAN 10 2019

Margi

FEB 12 2019

D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: DERNIS FINANCIAL CONSULTANTS, CORP.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Michel O. Weisz, Esq.

Contact Person

Michel O. Weisz, P.A.

Firm/Company

11901 SW 91 Avenue

Address

Miami, FL 33176

City, State and Zip Code

moweiszpa@gmail.com

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

For further information concerning this matter, please call:

Michel O. Weisz

at (305)

613-6192

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

10 FEB -11 PM 2:35



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 17, 2019

MICHEL O WELSZ, ESQ.
MICHEL O WELSZ, P.A.
11901 SW 91 AVENUE
MIAMI, FL 33176

SUBJECT: DERNIS FINANCIAL CONSULTANTS, CORP.
Ref. Number: P14000023227

We have received your document for DERNIS FINANCIAL CONSULTANTS, CORP. and your check(s) totaling \$78.75. However, the document has not been filed and is being retained in this office for the following:

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Diane Cushing
Senior Section Administrator

Letter Number: 219A00001407

RECEIVED
2019 FEB -4 PM 1:49
SECRETARY OF STATE

10/1/55

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Dermis Financial Consultants, Corp.	Florida	Corporation - 014-23227
Retirement Consultant Services LLC	Florida	Limited Liability Company L18-57480

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Demis Financial Consultants, Corp.	Florida	Corporation

1 of 7

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:



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.

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:

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:
Demis Financial Consultants, Corp.		Matthew J. Demis
Retirement Consultant Services LLC		Erin M. Demis

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

PLAN OF MERGER

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>
Dernis Financial Consultants, Corp.	Florida	Corporation
Retirement Consultant Services LLC	Florida	Limited Liability Company

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>
Dernis Financial Consultants, Corp.	Florida	Corporation

THIRD: The terms and conditions of the merger are as follows:

Effective on the date Articles of Merger are filed with the Florida Department of State, Division of Corporations (the "Effective Date"), Retirement Consultant Services LLC (the "LLC") shall be merged (the "Merger") into Dernis Financial Consultants, Corp. ("Surviving Entity"). Surviving Entity shall survive the merger and shall continue to be governed by the laws of the State of Florida. The separate existence of LLC shall cease on the Effective Date.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

On the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof,

each one (1) percent of membership interest in LLC shall cease to exist and shall be changed and

converted into \$10.00 dollars of consideration. No shares of stock of Surviving Entity

shall be received as a result of the Merger. On the Effective Date, by virtue of the Merger

and without any action on the part of the holders thereof, each share of common stock of Surviving

Entity shall remain issued and outstanding.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

On the Effective Date, Surviving Entity shall succeed to all the rights, privileges, debts, liabilities,

powers and property of LLC in the manner of and as more fully set forth in Florida Statutes

Section 607.1106. Without limiting the foregoing, all property (real and personal), rights, privileges,

franchises, patents, licenses, trademarks, registrations, and other assets of every kind and description

of LLC shall be transferred to, vested in and devolved upon Surviving Entity without further act or

deed and all property, rights and every other interest of LLC and Surviving Entity shall effectively be the

property Surviving Entity as they were of LLC and Surviving Entity, respectively.

(SEE CONTINUATION SHEET FOR THIS PARAGRAPH EIGHTH)

(Attach additional sheet if necessary)

**PLAN OF MERGER
BETWEEN
DERNIS FINANCIAL CONSULTANTS CORP. ("Surviving Entity")
AND
RETIREMENT CONSULTANT SERVICES LLC ("LLC")**

CONTINUATION OF ARTICLE EIGHTH:

All rights of creditors of LLC and all liens upon any property of LLC shall be preserved unimpaired, and all debts, liabilities and duties of LLC shall attach to Surviving Entity and may be enforced against Surviving Entity to the same extent as if said debts, liabilities and duties had been incurred or contracted by Surviving Entity. The Articles of Incorporation of Surviving Entity in effect on the Effective Date shall continue to be the Articles of Incorporation of Surviving Entity until further amended in accordance with the provisions thereof and applicable law. The By-Laws of Surviving Entity in effect on the Effective Date shall continue to be the By-Laws of Surviving Entity until amended in accordance with the provisions thereof and applicable law. The members of the Board of Directors and the officers of Surviving Entity on the Effective Date shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

**WRITTEN CONSENT RESOLUTIONS
OF
THE SOLE MEMBER AND SOLE MANAGER
OF
RETIREMENT CONSULTANT SERVICES LLC**

The undersigned, being the sole Member and sole Manager of RETIREMENT CONSULTANT SERVICES LLC, a Florida limited liability company (the "Company"), acting by written consent without a meeting, does hereby consent to the adoption of the following resolutions as of the date hereof with the same force and effect as if such resolutions were approved and adopted at a duly constituted meeting of the Members and Managers of the Company:

WHEREAS, the Manager of the Company deems it to be advisable and in the best interests of the Company to enter into that certain Plan of Merger by and between the Company and DERNIS FINANCIAL CONSULTANTS, CORP., a Florida corporation ("Dernis"), substantially in the form attached hereto as **EXHIBIT "A"** (the "Plan"), pursuant to which the Company will merge with and into Dernis with Dernis as the surviving entity (the "Merger").

NOW, THEREFORE, IT IS RESOLVED, that the form, terms and provisions of the Plan be, and hereby are, approved and adopted; and it is

FURTHER RESOLVED, that Erin M. Dernis, in her capacity as Manager and on behalf of the Company, be, and hereby is, authorized and empowered to execute and deliver the Plan in the name and on behalf of the Company with such additions, deletions or changes therein as she shall approve (the execution and delivery thereof by her to be conclusive evidence of her approval of any such additions, deletions or changes); and it is

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform all its obligations under the Plan; and it is

FURTHER RESOLVED, Erin M. Dernis, in her capacity as Manager or Member and on behalf of the Company, be, hereby is, authorized and empowered to prepare, execute and file such governmental filings as may be necessary or required by law in connection with the Merger, including, but not limited to, the filing of Articles of Merger with the Florida Department of State; and it is

FURTHER RESOLVED, that Erin M. Dernis, in her capacity as Manager or Member and on behalf of the Company, be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as she shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and it is

FURTHER RESOLVED, that in connection with the transactions contemplated in the preceding resolutions, Erin M. Dernis, in her capacity as Manager or Member and on behalf of the Company, be, and hereby is, authorized in the name and on behalf of the Company, to certify any more formal or detailed resolutions as she may deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or

further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and it is

FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of Erin M. Demis, in her capacity as Manager or Member and on behalf of the Company, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have duly executed these Resolutions as of December 26, 2018.

MANAGER:



Erin M. Demis

Being the sole Manager of the Company

MEMBER:



Erin M. Demis

Being the sole Member of the Company

EXHIBIT "A"
Plan of Merger

Attached.

**WRITTEN CONSENT RESOLUTIONS
OF
THE SOLE SHAREHOLDER AND SOLE DIRECTOR
OF
DERNIS FINANCIAL CONSULTANTS, CORP.**

The undersigned, being the sole Shareholder and sole Director of DERNIS FINANCIAL CONSULTANTS, CORP., a Florida corporation (the "Company"), acting by written consent without a meeting, does hereby consent to the adoption of the following resolutions as of the date hereof with the same force and effect as if such resolutions were approved and adopted at a duly constituted meeting of the Shareholders and Directors of the Company:

WHEREAS, the sole Director of the Company deems it to be advisable and in the best interests of the Company to enter into that certain Plan of Merger by and between the Company and Retirement Consultant Services LLC, a Florida limited liability company ("RCS"), substantially in the form attached hereto as **EXHIBIT "A"** (the "Plan"), pursuant to which RCS will merge with and into the Company with the Company as the surviving entity (the "Merger").

NOW, THEREFORE, IT IS RESOLVED, that the form, terms and provisions of the Plan be, and hereby are, approved and adopted; and it is

FURTHER RESOLVED, that Matthew J. Demis, in his capacity as President and on behalf of the Company, be, and hereby is, authorized and empowered to execute and deliver the Plan in the name and on behalf of the Company with such additions, deletions or changes therein as he shall approve (the execution and delivery thereof by him to be conclusive evidence of his approval of any such additions, deletions or changes); and it is

FURTHER RESOLVED, that the Company be, and hereby is, authorized and empowered to perform all its obligations under the Plan; and it is

FURTHER RESOLVED, that Matthew J. Demis, in his capacity as President and on behalf of the Company, be, and hereby is, authorized and empowered to prepare, execute and file such governmental filings as may be necessary or required by law in connection with the Merger, including, but not limited to, the filing of Articles of Merger with the Florida Department of State; and it is

FURTHER RESOLVED, that Matthew J. Demis, in his capacity as President and on behalf of the Company, be, and hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company; to pay or cause to be paid all expenses; to take all such other actions as he shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and it is

FURTHER RESOLVED, that in connection with the transactions contemplated in the preceding resolutions, the President, Secretary or the Assistant Secretary of the Company be, and hereby is, authorized in the name and on behalf of the Company, to certify any more formal or detailed resolutions as such officer may deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the

transactions contemplated by and the intent and purposes of the foregoing resolutions; and it is

FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of Matthew J. Demis, in his capacity as President and on behalf of the Company, to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

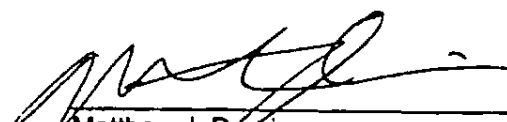
IN WITNESS WHEREOF, the undersigned have duly executed these Resolutions as of December 26, 2018.

DIRECTOR:


Matthew J. Demis

Being the sole Director of the
Company

SHAREHOLDER:


Matthew J. Demis

Being the sole Shareholder of the
Company