

P14000053753

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

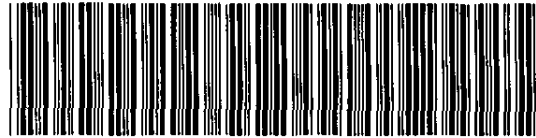
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DEPARTMENT OF STATE  
OFFICE OF CORPORATIONS  
2014 SEP 10 PM 2:11  
13 ALEXANDRIA BLVD  
SUITE 1000  
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FILED  
14 SEP 10 PM 3:09  
DEPARTMENT OF STATE  
OFFICE OF CORPORATIONS  
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SUITE 1000  
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Merger  
09/16/14  
JC



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 291492 7489358

AUTHORIZATION :

*[Handwritten signature]*

COST LIMIT : \$ ~~60.00~~ 70.00

ORDER DATE : September 10, 2014

ORDER TIME : 12:28 PM

ORDER NO. : 291492-010

CUSTOMER NO: 7489358

ARTICLES OF MERGER

ROCKSTAR SPORTS GROUP, INC.

INTO

ROCKSTAR SPORTS GROUP LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 11, 2014

CSC  
ATTN; COURTNEY WILLIAMS

SUBJECT: ROCKSTAR SPORTS GROUP INC.  
Ref. Number: P14000053753

**RESUBMIT**  
Please give original  
submission date as file date.

We have received your document for ROCKSTAR SPORTS GROUP INC. and the authorization to debit your account in the amount of \$60.00. However, the document has not been filed and is being returned for the following:

The filing fee to file a cross-entity merger is \$35 per entity. The filing fee to file the merger is a total of \$70. Since the Florida Statute for a limited liability company has changed from 608 to 605, the Articles of Merger contain an incorrect statute number and should be corrected to read: 605, F.S.

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.

Darlene Connell  
Regulatory Specialist III

Letter Number: 614A00019455

RECEIVED  
DEPARTMENT OF STATE  
14 SEP 15 PM 4:17

ARTICLES OF MERGER  
OF  
ROCKSTAR SPORTS GROUP INC.,  
a Florida corporation  
INTO  
ROCKSTAR SPORTS GROUP LLC,  
a Delaware limited liability company

FILED  
14 SEP 10 PM 3:09  
CLERK OF THE COURT  
JACKSONVILLE, FLORIDA

The following Articles of Merger are submitted in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The name, jurisdiction and form/entity type of the merging party ("Merging Company"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Rockstar Sports Group Inc.	FL	Corporation

**SECOND:** The name, jurisdiction and form/entity type of the surviving party ("Surviving Company"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Rockstar Sports Group LLC	DE	Limited Liability Company

**THIRD:** The Plan of Merger ("**Plan of Merger**") is attached hereto as Exhibit A.

**FOURTH:** The Plan of Merger was approved by the Merging Company in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

**FIFTH:** The Plan of Merger was approved by the Surviving Company in accordance with the applicable provisions of Chapter 605 of the Florida Statutes.

**SIXTH:** 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.

**SEVENTH:** The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

**EIGHTH:** The Surviving Company's principal office address in its home state, country or jurisdiction is as follows:

10130 Northlake Boulevard 214-243  
West Palm Beach, Florida 33412

**NINTH:** 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; and

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.

*[remainder of page intentionally left blank]*

Executed on this 2<sup>ND</sup> day of September, 2014.

ROCKSTAR SPORTS GROUP LLC,  
a Delaware limited liability company

By: 

Name: Mark Daniels

Title: President

*[signatures continue on next page]*

Executed on this 2<sup>nd</sup> day of September, 2014.

ROCKSTAR SPORTS GROUP, INC.,  
a Florida corporation

By: 

Name: Mark Daniels

Title: President

*[remainder of page intentionally left blank]*

**EXHIBIT A:**

**PLAN OF MERGER**

[see attached document]



## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of September <sup>2<sup>ND</sup></sup> 2014 between **ROCKSTAR SPORTS GROUP, INC.**, a Florida corporation (the "Florida Corporation"), and **ROCKSTAR SPORTS GROUP LLC**, a Delaware limited liability company (the "Delaware LLC").

### WITNESSETH:

**WHEREAS**, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Florida Corporation by means of a merger of the Florida Corporation with and into the Delaware LLC;

**WHEREAS**, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, et seq. (the "Delaware Act"); and the laws of the State of Florida authorize the merger of a Florida corporation with and into a Delaware limited liability company;

**WHEREAS**, the Florida Corporation and the Delaware LLC now desire to merge (the "Merger"), following which the Delaware LLC shall be the surviving entity;

**WHEREAS**, the Florida Corporation's Articles of Incorporation and by-laws permit, and resolutions adopted by the board of directors of the Florida Corporation authorize, this Agreement and the consummation of the Merger; and

**WHEREAS**, the board of directors of the Delaware LLC (the "LLC Board") has approved this Agreement and the consummation of the Merger.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

### ARTICLE I

#### THE MERGER

##### SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Florida Corporation and the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall merge with the Florida Corporation and shall file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, the Florida Corporation shall be merged with and into the Delaware LLC, whereupon the separate existence of the Florida Corporation shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act and the laws of the State of Florida.

(c) At the Effective Time, the interests in the Delaware LLC shall remain unaffected but each outstanding share of common stock in the Florida Corporation shall be deemed to be surrendered by its holder and liquidated and canceled by the Florida Corporation to be of no further force or effect.

## ARTICLE II

### THE SURVIVING LIMITED LIABILITY COMPANY

#### SECTION 2.01. Certificate of Formation and Limited Liability Company Agreement

The Certificate of Formation and Limited Liability Company Agreement of the Delaware LLC in effect at the Effective Time shall be the Certificate of Formation and Limited Liability Company Agreement of the Surviving LLC unless and until amended in accordance with its terms and applicable law. The name of the Surviving LLC shall be Rockstar Sports Group LLC.

## ARTICLE III

### TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption: At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Florida Corporation, and all of the assets and property of whatever kind and character of the Florida Corporation shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Florida Corporation, and any claim or judgment against the Florida Corporation may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act and applicable Florida law.

SECTION 3.02. Further Assurances: If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Florida Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Florida Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

## ARTICLE IV

### TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of the LLC Board of the Delaware LLC and the board of directors of the Florida Corporation;

(ii) by either the LLC Board of the Delaware LLC or the board of directors of the Florida Corporation, if there shall be any law or regulation that makes

consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Florida Corporation or the Delaware LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

**SECTION 4.02. Effect of Termination.** If this Agreement is terminated pursuant to **Section 4.01**, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

## **ARTICLE V**

### **MISCELLANEOUS**

**SECTION 5.01. Amendments; No Waivers.** (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the members of the LLC Board of the Delaware LLC and the board of directors of the Florida Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**SECTION 5.02. Integration.** All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Florida Corporation and the Delaware LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Florida Corporation and the Delaware LLC with respect to the subject matter hereof.

**SECTION 5.03. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

**SECTION 5.04. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

**SECTION 5.05. Counterparts; Effectiveness.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format (.PDF) or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Agreement.

**SECTION 5.06. Authorization.** Each party represents and warrants to the other party that (i) it or he has the full power and authority to enter into this Agreement and perform its or his obligations hereunder; (ii) upon execution of this Agreement by such party, this Agreement shall constitute the legal, valid and binding obligation of such party, enforceable against such party in

accordance with the Agreement's terms, except as enforceability may be limited by bankruptcy, moratorium, reorganization, receivership or similar laws affecting creditors' rights generally; and (iii) the execution of this Agreement by such party and the performance of its or his obligations hereunder does not violate or result in a breach of any other agreement, instrument, contract, or court order to which such party is subject.

**SECTION 5.07. No Strict Construction; Recitals.** If there is a dispute about the language of this Agreement, the fact that one party drafted the Agreement shall not be used in its interpretation. The recitals above are hereby incorporated herein by reference as if fully set forth in this **Section 5.07.**

*[Signatures appear on next page]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

**FLORIDA CORPORATION:**

**ROCKSTAR SPORTS GROUP, INC.**, a Florida corporation

By: 

Name: MARK DANIELS

Title: PRESIDENT

**DELAWARE LLC:**

**ROCKSTAR SPORTS GROUP LLC**, a Delaware limited liability company

By: 

Name: MARK DANIELS

Title: PRESIDENT

*[Signature page to Agreement and Plan of Merger]*