

Division of Corporations

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

MANNING ENTERPRISES OF WEST FLORIDA, LLC

Certificate of Status	0
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Page Count	11
Estimated Charge	\$75.00

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A. LUNT
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EXAMINER

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

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>
Manning Enterprises, LLC	Minnesota	LLC
Manning Enterprises of West Florida, LLC	Florida	LLC

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>
Manning Enterprises of West Florida, LLC	Florida	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.

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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:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws Florida, the survivor agrees to pay to any members with appraisal rights the amount, 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: _____

Mailing address: _____

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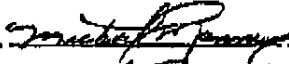
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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595,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

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Manning Enterprises, LLC		Michael J. Manning, Sr.
Manning Enterprises of Florida, LLC		Michael J. Manning, Sr.
Webb		

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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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>
Manning Enterprises, LLC	Minnesota	LLC
Manning Enterprises of West Florida, LLC	Florida	LLC

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>
Manning Enterprises of West Florida, LLC	Florida	LLC

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

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

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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:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into 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:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

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

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

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Exhibit A

**AGREEMENT AND PLAN
OF MERGER**

AGREEMENT AND PLAN OF MERGER, dated to be effective the 1st day of April, 2008, pursuant to Sec. 608.438 of the Limited Liability Company Act of the State of Florida and Chapter 322B.70-75 of the limited liability company act of the State of Minnesota, between Manning Enterprises of West Florida, LLC ("Manning-FL"), a Florida limited liability company, and Manning Enterprises, LLC ("Manning-MN"), a Minnesota limited liability company

WITNESSETH that:

WHEREAS, the constituent limited liability companies desire to merge
limited liability company; and

WHEREAS, Manning-MN was organized on November 2, 1995;

WHEREAS, Manning-FL was incorporated on March 31, 2008;

WHEREAS, all of the 900 issued and outstanding membership units of Manning-MN are owned by Michael J. Manning, or his successors, as Trustee of the Michael J. Manning Revocable Living Trust U/A/D April 26, 2006 (the "Trust");

WHEREAS, one hundred percent (100%) of the issued and outstanding membership interests of Manning-MN are also owned by the Trust;

WHEREAS, the Governor and the sole member of Manning-MN and the Manager and the sole member of Manning-MN deem it desirable and in their best interest that Manning-MN merge with and into Manning-FL such that the separate existence of Manning-MN will cease and Manning-FL will be the surviving business entity pursuant to this Agreement and the applicable laws of the States of Florida and Minnesota.

NOW, THEREFORE, Manning-FL and Manning-MN, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Manning-MN shall be and hereby is merged into Manning-FL, which shall be the surviving business entity (the "Surviving Limited Liability Company").

SECOND: The name of the Surviving Limited Liability Company shall be Manning Enterprises of West Florida, LLC.

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THIRD: The Articles of Organization of the Surviving Limited Liability Company as it is in effect on the date of the merger provided in this Agreement shall continue in full force and effect as the Articles of Organization of the Surviving Limited Liability Company.

FOURTH: On the effective date, all of the membership units of Manning-MN will be canceled. Manning-MN shall receive no consideration in connection with the merger. The membership interests of the Surviving Limited Liability Company that are issued and outstanding immediately prior to the effective date shall be unaffected by the merger.

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

(a) The Single-Member Operating Arrangement of the Surviving Limited Liability Company as it shall exist on the effective date of this Agreement shall be and remain the operating arrangement of the Surviving Limited Liability Company until the same shall be altered, amended and/or repealed as therein provided.

(b) The name of the Manager of the Surviving Limited Liability Company who shall hold office until his successor is chosen or appointed according to the Single Member Operating Arrangement of the Surviving Limited Liability Company Agreement, is Michael J. Manning, Sr.

(c) This merger shall become effective on April 1, 2008, upon filing of the appropriate Certificate of Merger and Plan of Merger with the Secretary of State of Florida and the appropriate Articles of Merger and Agreement and Plan of Merger with the Secretary of State of Minnesota.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Manning-MN, including without limitation its rights and privileges as the employer of the employees of the constituent company and limited liability company, and as Sponsor and Administrator of the employee benefit programs covering such employees, shall be transferred to, vested in and devolve upon the Surviving Limited Liability Company without further act or deed and all property, rights, and every other interest of the Surviving Limited Liability Company and Manning-MN shall be as effectively the property of the Surviving Limited Liability Company as they were of the Surviving Limited Liability Company and Manning-MN respectively. Manning-MN hereby agrees from time to time, as and when requested by the Surviving Limited Liability Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Limited Liability Company may deem to be necessary or desirable in order to vest in and confirm to the Surviving Limited Liability Company title to and possession of any property of Manning-MN acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out

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the intent and purposes hereof and the proper officers and directors of Manning-MN and the proper officers and managers of the Surviving Limited Liability Company are fully authorized in the name of Manning-MN or otherwise to take any and all such action.

(f) Upon the merger becoming effective, all debts, responsibilities, liabilities and obligations of Manning-MN, including without limitation its responsibilities and obligations as employer of the employees of the constituent company and limited liability limited liability company, and as Sponsor or Administrator of the employee benefits programs covering such employees, shall become the debts, responsibilities, liabilities and obligations of Manning-FL without further act or deed.

SIXTH: The Surviving Limited Liability Company may be served with process in the State of Minnesota in any proceeding for enforcement of any obligation of Manning-MN as well as for enforcement of any obligations of the Surviving Limited Liability Company arising from the merger, including any suit or other proceedings to enforce the right of any member as determined in appraisal proceedings pursuant to the provisions of Minnesota law and it does hereby irrevocably appoint the Secretary of State of Minnesota as its agent to accept service of process in any such suit or other proceedings. The address to which a copy of such process shall be mailed by the Secretary of State of Minnesota is c/o Michael J. Manning, Sr., 2775 - 101st Avenue NE, Blaine, Minnesota 55449, until the Surviving Limited Liability Company shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Minnesota duplicate copies of such process, one of which copies the Secretary of State of Minnesota shall forthwith send by registered mail to said Manning-FL at the above address.

SEVEN: At any time, and from time to time, after the effective date of the merger, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

EIGHTH: Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to which such compliance is owed.

NINTH: This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

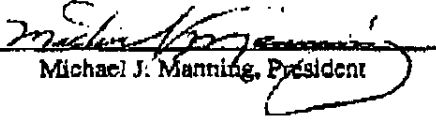
TENTH: The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

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ELEVENTH: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their sole members have caused these presents to be executed by the chief executive manager of each party hereto as the respective act, deed and agreement of said business entities on this 31 day of March, 2008.

MANNING ENTERPRISES, LLC,
a Minnesota limited liability company

By: 
Michael J. Manning, President

**MANNING ENTERPRISES
OF WEST FLORIDA, LLC**
a Florida limited liability company

By: 
Michael J. Manning Sr., Manager

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