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Florida Department of State
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To: Division of Corporations
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MERGER OR SHARE EXCHANGE
Retail Art and Science, LLC

Certificate of Status	0
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12 APR 27 AM 11:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CERTIFICATE OF MERGER

The following Certificate of Merger is being submitted in accordance with section 608.4382, Florida Statutes.

FIRST: The exact name, street address of the principal office, jurisdiction, and entity type for each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
RETAIL ART AND SCIENCE, LLC 11505 Wild Heron Pt Eden Prairie MN 55347	Minnesota	Limited Liability Company

Filing Number: 3153848-2

RETAIL ART AND SCIENCE, LLC 4751 West Bay Blvd #805 Esterro, FL 33928	Florida	Limited Liability Company
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SECOND: The exact name, street address of the principal office, jurisdiction, and entity type for each surviving organization is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
RETAIL ART AND SCIENCE, LLC 4751 West Bay Blvd #805 Esterro, FL 33928	Florida	Limited Liability Company

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THIRD: The executed plan of merger is attached to these articles of merger.

FOURTH: The attached plan of merger meets the requirements of section 608.438, Florida Statutes, and was approved by both the domestic limited liability company and the foreign limited liability company that are parties to the merger in accordance with Chapter 608, Florida Statutes.

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FIFTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of organization or operating agreement of any limited liability company that is a party to the merger.

SIXTH: The merger shall become effective as of the date the Certificate of Merger is filed with Florida Department of State.

SEVENTH: The Certificate of Merger complies and was executed in accordance with the laws of each party's applicable jurisdiction.

EIGHTH: Signatures for Each Party:

Name of Entity	Signature(s)	Typed Name of Individual
RETAIL ART AND SCIENCE, LLC, a Minnesota limited liability company		Daniel J. Moe Manager
RETAIL ART AND SCIENCE, LLC, a Florida limited liability company		Daniel J. Moe Manager

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of the 13th day of April, 2012, by and between **RETAIL ART AND SCIENCE, LLC**, a Florida limited liability company (the "FL LLC") and **RETAIL ART AND SCIENCE LLC**, a Minnesota limited liability company (the "MN LLC"). The FL LLC and the MN LLC are sometimes referred to herein as the "Constituent Companies."

WITNESSETH:

WHEREAS, the sole Manager and Member of the FL LLC and the sole Manager and Member of the MN LLC have determined that it is advisable that the MN LLC be merged with and into the FL LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Florida and the State of Minnesota which permit such merger.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

**ARTICLE I.
THE MERGER**

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the MN LLC shall merge with and into the FL LLC (the "Merger") and the FL LLC shall continue as the surviving company (the "Surviving Company"), subject to the laws of the State of Florida. The Merger shall be pursuant to and shall have the effect provided for in the Limited Liability Company Law of the State of Minnesota (the "MN Act") and the Florida Limited Liability Company Act (the "FL Act," the MN Act and the FL Act may, as applicable, each be referred to herein as the "Act," and may be collectively referred to herein as the "Acts").

Section 1.2. Effect of the Merger. From and after the Effective Date

(a) The FL LLC shall become the Surviving Company and the separate existence of the MN LLC shall cease, except to the extent provided by the Acts in the case of a limited liability company after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent

SECRETARY OF STATE
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Companies shall thereupon be deemed to be transferred to and vested in the Surviving Company without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Company shall be responsible for all debts, liabilities and obligations of each of the Constituent Companies and each claim existing and each action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, and the Surviving Company may be substituted in the place of such Constituent Companies. No right of any creditor of either Constituent Company and no lien upon the property of either Constituent Company shall be impaired by the Merger.

(d) The name and address of the Manager of the Surviving Company is DANIEL J. MOE, c/o 4751 West Bay Blvd #805, Estero, FL 33928.

**ARTICLE II.
ARTICLES OF ORGANIZATION AND
OPERATING AGREEMENTS**

Section 2.1. Articles of Organization. The Articles of Organization of the FL LLC, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company from and after the Effective Date. Such Articles of Organization shall continue in effect until amended, restated or repealed in accordance with applicable law and the Articles of Organization of the Surviving Company. The Articles of Organization of the MN LLC shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Operating Agreements. The Operating Agreement of the FL LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Company from and after the Effective Date. Such Operating Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Articles of Organization and the Operating Agreement of the Surviving Company. The Operating Agreement of the MN LLC shall terminate and be of no force or effect as of the Effective Date.

**ARTICLE III.
MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS**

As of the Effective Date, pursuant to this Agreement and without any action on the part of any member of the FL LLC or any member of the MN LLC, all of the issued and outstanding Membership Interests of the MN LLC shall be converted into Membership Interests of the same percentage of ownership interests held in the FL LLC.

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**ARTICLE IV.
EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

(i) The certificate of merger shall be executed and filed with the Florida Department of State and the article of merger shall be executed and filed with the Minnesota Department of State in accordance with the Acts; and

(ii) the Constituent Companies shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of the certificate of merger with the Florida Department of State and the filing of the articles of merger with the Minnesota Department of State (the "Effective Date").

**ARTICLE V.
TERMINATION AND AMENDMENT**

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the sole Manager and Member of the FL LLC or by the sole Manager and Member of the MN LLC. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Companies, or the sole Manager and Member.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the sole Manager and Member of the FL LLC or the sole Manager and Member of the MN LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the sole Manager and Member of the FL LLC or the sole Manager and Member of the MN LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the ~~Articles of Organization of the Surviving Company to be effected by the~~ Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the Member of the FL LLC or the Member of the MN LLC.

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**ARTICLE VI.
MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company or its successors or assigns determines that any documentation, action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Company with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Companies, the manager of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company or otherwise, all such other actions and things.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

RETAIL ART AND SCIENCE, LLC,
a Florida limited liability company

By: *Daniel J. Moë*
Name: **DANIEL J. MOE**
Title: **Manager/Member**

RETAIL ART AND SCIENCE, LLC,
a Minnesota limited liability company

By: *Daniel J. Moë*
Name: **DANIEL J. MOE**
Title: **Manager/Member**

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