

V50534

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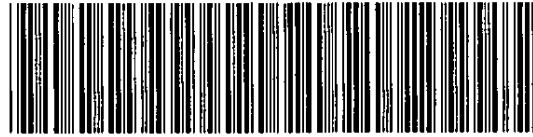
(Business Entity Name)

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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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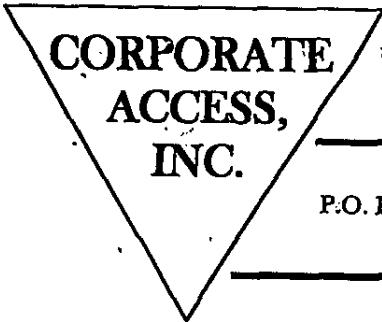
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### WALK IN

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- CERTIFIED COPY \_\_\_\_\_
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1. 1819, Inc.  
(CORPORATE NAME AND DOCUMENT #)
2. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)
3. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)
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(CORPORATE NAME AND DOCUMENT #)
6. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

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June 4, 2010

CORPORATE ACCESS

TALLAHASSEE, FL

SUBJECT: 1819, INC.  
Ref. Number: V50534

Resubmitting  
6/7/10

We have received your document for 1819, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Where are your "Articles of Merger"? We only received the Agreement and Plan.

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) 245-6903.

Cheryl Coulliette  
Regulatory Specialist II

Letter Number: 910A00013954

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ARTICLES, AGREEMENT AND PLAN OF MERGER

2010 JUN -7 PM 3:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

These Articles, Agreement and Plan of Merger made and entered into this 2<sup>nd</sup> day of April 2010, by and between **North Bay Inn Corporation**, a Florida corporation, (hereafter sometimes referred to as "NBI") and **1819, Inc.**, a Florida corporation, (hereafter sometimes referred to as "1819, Inc." or the "Surviving Corporation"), said corporations hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

**WHEREAS**, NBI is a corporation organized and existing under the laws of the State of Florida; and

**WHEREAS**, the Surviving Corporation is a corporation organized and existing under the laws of the State of Florida, the Articles of Incorporation of the Surviving Corporation having been filed with the Secretary of State for the State of Florida on July 14, 1992; and

**WHEREAS**, the total number of shares of stock which NBI has authority to issue is 1,000,000 shares of common stock of which 1,000,000 shares of common stock are now issued and outstanding and owned as follows:

- (a) 500,000 shares – Charles G. Grentner
- (b) 250,000 shares – Christopher P. Grentner
- (b) 250,000 shares – JoAnn Farnham; and

**WHEREAS** the Surviving Corporation has authority to issue 1,000 shares of common stock, of which 500 shares are now issued and outstanding and owned as follows:

- (a) 250 shares – Charles G. Grentner
- (b) 125 shares – Christopher P. Grentner
- (a) 125 shares – JoAnn Farnham; and

**WHEREAS**, the Board of Directors of each of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their shareholders that the Constituent Corporations merge into a single corporation to the end that NBI be merged into the Surviving Corporation on the terms and conditions hereinafter set forth in accordance with applicable provisions of the Florida Statutes, which permit such merger.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto hereby agree in accordance with the applicable Florida Statutes that NBI shall be merged into the Surviving Corporation (hereinafter called the "Merger") and that the Merger shall be effective at the effective date (as hereinafter defined) and the Surviving Corporation shall exist under the laws of the State of Florida, and by their respective Board of Directors, the parties have agreed and do hereby agree to the following terms and conditions relating to the Merger and the mode of carrying the same into effect.

**1. STOCKHOLDERS MEETING; FILINGS; EFFECTS OF MERGER.**

(a) Each of the Constituent Corporations shall call a meeting of its directors and stockholders at the earliest practical date, upon due notice to its directors and stockholders, or waivers thereof, to consider and vote upon the adoption of this Agreement and the Merger.

(b) If this Agreement is adopted by the stockholders of the Constituent Corporations in accordance with the laws of the State of Florida, then this Agreement or a summary thereof shall be filed and recorded in accordance with the applicable Florida Statutes. The Merger shall become effective on the day of such filing in Florida, which date and time is hereinafter referred to as the "Effective Date."

(c) On the Effective Date, the separate existence of NBI shall cease, and NBI shall be merged into the Surviving Corporation and the Surviving Corporation shall possess all of the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all of the restrictions, disabilities, and duties of NBI; and all and singular, the rights, privileges, powers, and franchises and all property, real, personal, and mixed and all debts due on whatever account, and all other choses in action, and all and every other interest of, or belonging to, or due to NBI shall be taken and deemed to be vested in the Surviving Corporation without further act or deed and all debts, liabilities and duties of NBI shall thenceforth attach to the Surviving Corporation. At any time, or from time to time, after the Effective Date, the last acting officers of NBI may, in the name of NBI, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the

Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm, in the Surviving Corporation, title to and possession of all of the property, rights, privileges, powers, franchises, immunities, and interests of NBI, and otherwise carry out the purposes of this Agreement.

**2. NAME OF SURVIVING CORPORATIONS; ARTICLES OF INCORPORATION; BY-LAWS.**

(a) From and after the Effective Date, NBI shall merge into the Surviving Corporation and the name of the surviving corporation shall be 1819, Inc.

(b) The Articles of Incorporation of the Surviving Corporation as in effect on the date hereof shall, from and after the Effective Date, be and continue to be the Articles of Incorporation of the Surviving Corporation, until changed or amended as provided by law.

(c) The By-Laws of the Surviving Corporation, as in effect on the date hereof, shall from and after the Effective Date be and continue to be the By-Laws of the Surviving Corporation, until amended as provided therein.

**3. STATUS AND CANCELLATION OF SECURITIES.**

(a) The 1,000,000 shares of common stock of NBI now owned by the stockholders of NBI, by virtue of the Merger and at the Effective Date, shall be cancelled and shall cease to exist and certificates representing such shares shall be cancelled.

(b) Following the Effective Date of the Merger, the issued and outstanding common stock of the Surviving Corporation shall continue to be owned by the existing stockholders of the Surviving Corporation, who are also the stockholders of NBI, in the same proportion as their stock ownership in NBI, as reflected above.

(c) The parties agree that there is no consideration for the Merger except as set forth herein.

**4. MISCELLANEOUS.**


(a) This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement by the shareholders of either of the Constituent Corporations, if the Board of Directors of any other of the Constituent Corporations duly adopts a resolution abandoning this Agreement.

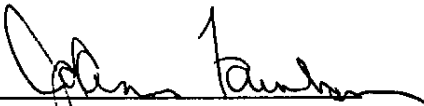
(b) For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

(c) This Agreement constitutes a Plan of Reorganization to be carried out in the manner, on the terms, and subject to the conditions herein set forth.

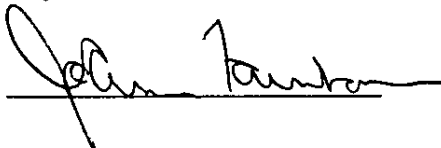
**IN WITNESS WHEREOF**, each of the Constituent Corporations, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors have caused this Agreement and Plan of Merger to be executed by the President of each party hereto.

**Signed, sealed and delivered  
in the presence of:**

  
\_\_\_\_\_

  
\_\_\_\_\_


  
\_\_\_\_\_

  
\_\_\_\_\_

**North Bay Inn Corporation**, a Florida Corporation

BY:   
\_\_\_\_\_ Charles G. Grentner, President

**1819, Inc.**, a Florida Corporation

BY:   
\_\_\_\_\_ Charles G. Grentner, President

THE ABOVE Agreement and Plan of Merger having been executed by the President of each corporate party thereto, and having been adopted separately by the Boards of Directors, and by the stockholders of each corporate party thereto in accordance with the provisions of the Florida Business Corporation Act by Written Consent of the Directors and Stockholders of each corporate party thereto dated the 1st day of April, 2010, the President of each corporate party thereto does hereby execute the said Agreement and Plan of Merger, by the authority of the Directors and Stockholders thereof, as the respective act, deed and agreement of each of said corporations on this 2nd day of April, 2010.

**North Bay Inn Corporation**, a Florida Corporation

BY:   
Charles G. Grentner, President

**1819, Inc.**, a Florida Corporation

BY:   
Charles G. Grentner, President