

FROM

273928

(FRI) 2/15/08 11:35/ST. 10/34/NO. 4863333128 P_1

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Lifestyle Carpets, Inc.

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FROM

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ARTICLES OF MERGER
OF
MURCHRI VENTURE, L.L.C.
INTO
LIFESTYLE CARPETS, INC.

106-49128
273928

The following Articles of Merger are submitted to merge MURCHRI VENTURE, L.L.C., a Florida limited liability company, with and into LIFESTYLE CARPETS, INC., a Florida corporation, in accordance with Sections 607.1109 and 608.4382 of the *Florida Statutes*.

FIRST: The name of the constituent entities which are parties to the Merger are LIFESTYLE CARPETS, INC., a Florida corporation, and MURCHRI VENTURE, L.L.C., a Florida limited liability company. The surviving entity is LIFESTYLE CARPETS, INC. (the "Surviving Entity") and it is to be governed by the laws of the State of Florida.

SECOND: The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

THIRD: The Agreement and Plan of Merger annexed hereto as Exhibit "A" was approved by LIFESTYLE CARPETS, INC. in accordance with the applicable provisions of Chapter 607, *Florida Statutes*, and was approved by MURCHRI VENTURE, L.L.C. in accordance with the applicable provisions of Chapter 608, *Florida Statutes*.

FOURTH: The effective date of the Merger shall be upon filing with the State of Florida.

IN WITNESS WHEREOF, each of the constituent entities to the Merger has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 26 day of December, 2007.

Attest:

LIFESTYLE CARPETS, INC.,
a Florida corporation

Timmie R. Murray
Secretary
[CORPORATE SEAL]

By: Timmie Murray
Timmie Murray, President

MURCHRI VENTURE, L.L.C.,
a Florida limited liability company

By: Timmie Murray
Timmie Murray, as President of the
Managing Member and Sole Member,
Lifestyle Carpets, Inc.

Exhibit "A" - Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), dated this 26 day of December, 2007, is made and entered into by and between MURCHRI VENTURE, L.L.C., a Florida limited liability company (the "LLC"), and LIFESTYLE CARPETS, INC., a Florida corporation (the "SURVIVING ENTITY"); the LLC and SURVIVING ENTITY being sometimes referred to herein as the "Constituent Entities."

WITNESSETH:

WHEREAS, the SURVIVING ENTITY is a corporation duly organized under the laws of the State of Florida, which owns 100% of the issued and outstanding membership interests in the LLC;

WHEREAS, the LLC is a limited liability company duly organized under the laws of the State of Florida;

WHEREAS, the Board of Directors of the SURVIVING ENTITY and the managing member (the sole member) of the LLC deem it advisable for the general welfare of the Constituent Entities and the shareholders of the SURVIVING ENTITY that the LLC be merged with and into the SURVIVING ENTITY, with the SURVIVING ENTITY surviving the merger and continuing its name "LIFESTYLE CARPETS, INC."; and

WHEREAS, the SURVIVING ENTITY will receive the assets of the LLC in exchange for the cancellation of its membership interests in the LLC, as more fully described in Article V hereof.

NOW, THEREFORE, the Constituent Entities hereby agree that the LLC shall be merged with and into the SURVIVING ENTITY in accordance with applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger:

ARTICLE I The Constituent Entities

The names of the Constituent Entities to the merger are LIFESTYLE CARPETS, INC. (FEIN: 59-1031980) and MURCHRI VENTURE, L.L.C. (FEIN: N/A; Florida Document Number L06000049128).

ARTICLE II The Merger

On the Effective Date (as hereinafter defined), the LLC shall be merged with and into the SURVIVING ENTITY (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of Chapter 608 of the *Florida Statutes* (the "Florida LLC Law") and Chapter 607 of the *Florida Statutes* (the "Florida Corporation Law").

ARTICLE III Effect of Merger

From and after the Effective Date of the Merger, as provided in Article VIII hereof, the Constituent Entities shall be a single entity which shall be the SURVIVING ENTITY. From and after the Effective Date of the Merger, the separate existence of the LLC shall cease, while the corporate

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(FRI) 2.15'08 11:56/ST. 11:54/NO. 4863333128 P 4

existence of the SURVIVING ENTITY shall continue unaffected and unimpaired. The SURVIVING ENTITY shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Corporation Law. The SURVIVING ENTITY shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Entities. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the SURVIVING ENTITY without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Entities, shall not revert or be in any way impaired by reason of such Merger. The SURVIVING ENTITY shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted as if such Merger had not taken place, or the SURVIVING ENTITY may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by such Merger.

ARTICLE IV Officers and Directors

The Board of Directors and the officers of the SURVIVING ENTITY in effect immediately prior to the Effective Date of the Merger shall, upon the Effective Date, be and remain the Directors and officers of the SURVIVING ENTITY until their successors are elected, appointed, or qualified or until their earlier resignation or removal in accordance with the Articles of Incorporation or Bylaws of the SURVIVING ENTITY.

ARTICLE V Treatment of Ownership Interests of Constituent Entities

5.1 Upon the Effective Date, the membership interests in the LLC, which are held by the SURVIVING ENTITY immediately preceding the filing of the Articles of Merger and which shall constitute 100% of the outstanding membership interests in the LLC, shall, without any action on the part of the holder thereof, cease to exist and be canceled by the LLC.

5.2 Upon the Effective Date, the shares of the SURVIVING ENTITY, owned by the shareholders of the SURVIVING ENTITY immediately prior to the filing of the Articles of Merger, shall continue to remain outstanding by such members unaffected and unimpaired.

ARTICLE VI Further Assurance

If at any time after the Effective Date the SURVIVING ENTITY shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING ENTITY, according to the terms hereof, the title to any property or rights of the LLC, the last acting members or authorized representatives of the LLC, or the officers or directors of the SURVIVING ENTITY, as the case may be, shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING ENTITY, and otherwise to carry out the purposes of this Plan of Merger.

FROM

(FRI) 2.15.08 11:57/ST. 11:54/NO. 4863333128 P 5

ARTICLE VII
Approval by Constituent Entities

This Plan of Merger shall be approved by the managing member (the sole member) of the LLC, as required under the Florida LLC Law, and by the Board of Directors and shareholders of the SURVIVING ENTITY, as required under the Florida Corporation Law. If duly adopted by the Board of Directors of the SURVIVING ENTITY, by the requisite vote of the shareholders of the SURVIVING ENTITY, and by the managing member (the sole member) of the LLC, subject to Article XI hereinbelow, Articles of Merger meeting the requirements of the Florida Corporation Law and the Florida LLC Law shall be filed immediately in the appropriate office in Florida.

ARTICLE VIII
Effective Date

The merger of the LLC into the SURVIVING ENTITY shall become effective upon filing of Articles of Merger with the Florida Secretary of State (the "Effective Date").

ARTICLE IX
Covenants of the LLC

The LLC covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership interests or any rights to acquire any membership interests prior to the Effective Date.

ARTICLE X
Covenants of the SURVIVING ENTITY

The SURVIVING ENTITY covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XI
Termination

Anything to the contrary herein or elsewhere notwithstanding, this Plan of Merger may be terminated and abandoned by the Board of Directors of the SURVIVING ENTITY or by the member of the LLC at any time prior to the filing of any Articles of Merger for any reason or for no reason.

ARTICLE XII
Counterparts

This Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

[Signatures begin on the following page]

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IN WITNESS WHEREOF, each of the parties to this Plan of Merger has caused this Plan of Merger to be executed by its duly authorized representative on the day and year above written.

THE SURVIVING ENTITY:

LIFESTYLE CARPETS, INC.,
a Florida corporation

By: Timmie Murray
Timmie Murray, President

THE LLC:

MURCHRI VENTURE, L.L.C., a Florida
limited liability company

By: Timmie Murray
Timmie Murray, as President of the Managing
Member and Sole Member, Lifestyle Carpets,
Inc.

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