

266225

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

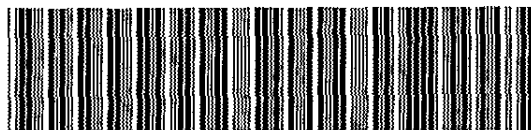
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



400015305634

04/11/03--01039--1124 \*\*78.75

RECEIVED  
APR 11 11:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED  
03 APR 11 PM 4:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. Coullatte APR 16 2003

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Berggren Equipment Co. Inc

- Art of Inc. File \_\_\_\_\_
- LTD Partnership File \_\_\_\_\_
- Foreign Corp. File \_\_\_\_\_
- L.C. File \_\_\_\_\_
- Fictitious Name File \_\_\_\_\_
- Trade/Service Mark \_\_\_\_\_
- Merger File \_\_\_\_\_
- Art. of Amend. File \_\_\_\_\_
- RA Resignation \_\_\_\_\_
- Dissolution / Withdrawal \_\_\_\_\_
- Annual Report / Reinstatement \_\_\_\_\_
- Cert. Copy \_\_\_\_\_
- Photo Copy \_\_\_\_\_
- Certificate of Good Standing \_\_\_\_\_
- Certificate of Status \_\_\_\_\_
- Certificate of Fictitious Name \_\_\_\_\_
- Corp Record Search \_\_\_\_\_
- Officer Search \_\_\_\_\_
- Fictitious Search \_\_\_\_\_
- Fictitious Owner Search \_\_\_\_\_
- Vehicle Search \_\_\_\_\_
- Driving Record \_\_\_\_\_
- UCC 1 or 3 File \_\_\_\_\_
- UCC 11 Search \_\_\_\_\_
- UCC 11 Retrieval \_\_\_\_\_
- Courier \_\_\_\_\_

Signature \_\_\_\_\_

Requested by: \_\_\_\_\_

Name

Date

Time

4/11/03 10:12

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

April 11, 2003

CAPITAL CONNECTION, INC.

TALLAHASSEE, FL

SUBJECT: BERGGREN PROPERTIES INC  
Ref. Number: 266225

RECEIVED  
03 APR 15 PM 9:54  
STATE  
CORPORATIONS  
TALLAHASSEE, FLORIDA

We have received your document for BERGGREN PROPERTIES 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):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

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  
Document Specialist

Letter Number: 903A00021858

**RE-SUBMIT**  
PLEASE OBTAIN THE ORIGINAL  
FILE DATE

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

BERGGREN EQUIPMENT COMPANY INC., a Florida corporation, 312309

INTO

**BERGGREN PROPERTIES INC**, a Florida entity, 266225

File date: April 11, 2003

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER  
OF  
BERGGREN EQUIPMENT COMPANY, INC., A FLORIDA CORPORATION  
INTO  
BERGGREN PROPERTIES, INC., A FLORIDA CORPORATION**

TO THE DEPARTMENT OF STATE  
OF THE STATE OF FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act") BERGGREN EQUIPMENT COMPANY, INC. and BERGGREN PROPERTIES, INC. adopt the following Articles of Merger.

1. Board of Directors Adoption. The Plan of Merger dated the 10<sup>th</sup> day of April, 2003 ("Plan of Merger") between BERGGREN EQUIPMENT COMPANY, INC. and BERGGREN PROPERTIES, INC. was adopted unanimously by the Board of Directors of BERGGREN EQUIPMENT COMPANY, INC. on the 10<sup>th</sup> day of April, 2003, and was unanimously adopted by the Board of Directors of BERGGREN PROPERTIES, INC. on the 10<sup>th</sup> day of April, 2003.

2. Stockholder Approval. The Plan of Merger was unanimously approved by the shareholders of BERGGREN EQUIPMENT COMPANY, INC. on the 10<sup>th</sup> day of April, 2003, and was unanimously approved by the shareholders of BERGGREN PROPERTIES, INC. on the 10<sup>th</sup> day of April, 2003.

3. Merger; Surviving Corporation. Pursuant to the Plan of Merger, all issued and outstanding shares of stock of BERGGREN EQUIPMENT COMPANY, INC. will be acquired by means of a merger of BERGGREN EQUIPMENT COMPANY, INC. into BERGGREN PROPERTIES, INC. with BERGGREN PROPERTIES, INC., the surviving corporation ("Merger").

4. Incorporation of Plan of Merger. The Plan of Merger is attached hereto as Exhibit "A"

FILED  
03 APR 11 AM 12:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA


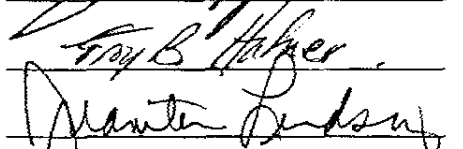
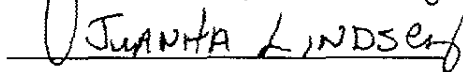
and incorporated by reference as if fully set forth herein.

5. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of BERGGREN PROPERTIES, INC. is in force and effect at the effective time of the Merger and shall continue to be the Articles of Incorporation of the surviving corporation until amended or changed in accordance with the provisions of Florida Corporation Laws.

6. Effective Date. Pursuant to Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be the date and time of the filing of these Articles of Merger.

IN WITNESS WHEREOF, the parties have set their hands this 10<sup>th</sup> day of April, 2003.


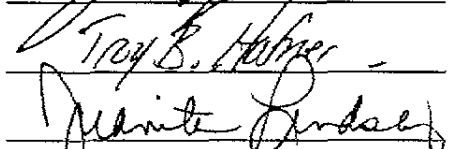
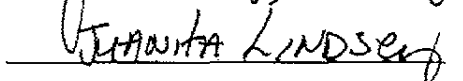
Witnesses:

  
\_\_\_\_\_  
Troy B. Hooper  
  
\_\_\_\_\_  
Maureen Lindsey  
  
\_\_\_\_\_  
JUANITA LINDSEY

BERGGREN EQUIPMENT COMPANY, INC.

By:   
\_\_\_\_\_  
David J. Berggren, Sr., President  
(Corporate Seal)

Witnesses:

  
\_\_\_\_\_  
Troy B. Hooper  
  
\_\_\_\_\_  
Maureen Lindsey  
  
\_\_\_\_\_  
JUANITA LINDSEY

BERGGREN PROPERTIES, INC.

By:   
\_\_\_\_\_  
David J. Berggren Sr., President  
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David J. Berggren, Sr., personally known to me and well known to me to be the President of BERGGREN EQUIPMENT COMPANY, INC., a Florida Corporation, and that she acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of April, 2003.

*Juanita Lindsey*  
\_\_\_\_\_  
Notary Public of Florida

Commission No.  
Expiration Date:



JUANITA LINDSEY  
MY COMMISSION # DD 123149  
EXPIRES October 7, 2006  
Bonded Thru Budget Notary Services

STATE OF FLORIDA

COUNTY OF INDIAN RIVER:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David J. Berggren, Sr., personally known to me and well known to me to be the President of BERGGREN PROPERTIES, INC., a Florida Corporation, and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of April, 2003.

*Juanita Lindsey*  
\_\_\_\_\_  
Notary Public of Florida

Commission No.  
Expiration Date:



JUANITA LINDSEY  
MY COMMISSION # DD 123149  
EXPIRES October 7, 2006  
Bonded Thru Budget Notary Services

## **PLAN OF MERGER**

This agreement is made between BERGGREN EQUIPMENT COMPANY, INC., a Florida corporation, and Berggren Properties, Inc., a Florida corporation. Both corporations are collectively referred to in this agreement as the "Constituent Corporations".

The respective shareholders and Boards of Directors of the Constituent Corporations deem it advisable that BERGGREN EQUIPMENT COMPANY, INC., a Florida corporation ("Disappearing Corporation"), be merged into Berggren Properties, Inc., a Florida corporation ("Surviving Corporation"). Therefore, in consideration of the premises and of the mutual agreements contained in this agreement, the Constituent Corporations agree to merge on the terms and conditions stated below.

1. Tax Free Merger. This Merger is being effected pursuant to this Plan of Merger ("Plan") in accordance with Chapter 607 of the Florida Business Corporation Act and Section 368 (a)(1)(A) of the Internal Revenue Code, as amended.
2. Agreement to Merge. The Constituent Corporations agree that the Disappearing Corporation shall be merged into the Surviving Corporation.
3. Place of Registered Office of Surviving Corporation. The registered office of the Surviving Corporation shall be located at 576 34th Avenue, S.W., Vero Beach, Florida 32968.
4. Purposes of Surviving Corporation. The purposes of the Surviving Corporation shall be to engage in property investment and management services, and any lawful act or activity for which corporations may be formed under the laws of Florida.



5. Articles of Incorporation. The Articles of Incorporation and Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date of Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation and Bylaws of the Surviving Corporation from and after the Effective Date until further amended as permitted by law.

6. Authorized Shares of Surviving Corporation. The present number of shares that the Disappearing Corporation is authorized to issue is 200,000 shares of common stock with a \$1.00 par value per share, of which 500 shares are now issued and outstanding and held and owned by:

David J. Berggren, Sr. - 500 shares

The present number of shares that the Surviving Corporation is authorized to issue is 25,000 shares of common stock with a \$1.00 par value per share, of which 10,000 shares are now issued and outstanding and held and owned as follows:

David J. Berggren, Sr. - 10,000 shares

7. First Directors. The present Directors of the Surviving Corporation shall continue as directors until their successors are duly elected or designated after the effective date of the merger.

8. Name and Residence of Agent of Corporation. Gould, Cooksey, Fennell, O'Neill, Marine, Carter & Hafner, P.A., of 979 Beachland Blvd., Vero Beach, Indian River County, Florida 32963, is appointed as the person on whom process, tax notices and demands against BERGGREN EQUIPMENT COMPANY, INC., a Florida corporation, or either of the Constituent Corporations, may be served.

9. Distribution to Stockholders of the Constituent Corporations. Upon the

Effective Date, the 500 shares of \$1.00 par value common stock of the Disappearing Corporation issued and outstanding and held and owned by David J. Berggren, Sr., as to all 500 shares, shall, without more, be surrendered for cancellation. The 10,000 shares of stock in the Surviving Corporation presently issued and outstanding and owned by David J. Berggren, Sr. shall continue as outstanding shares of Surviving Corporation's stock. Accordingly, upon the Effective Date, the total issued and outstanding shares of stock in the Surviving Corporation shall be 10,000 shares and, thus, the issued and outstanding stock in the Surviving Corporation will be owned one hundred percent (100%) by David J. Berggren, Sr., which is the identical percentage of ownership owned by the shareholders in the Surviving Corporation and the Disappearing Corporation prior to the merger.

10. Reporting of Assets at Book Value in Accounts of Surviving Corporation; Pooling of Interest. The assets of the Disappearing Corporation shall be reported in the accounts of the Surviving Corporation at their book value as of the Effective Date. The aggregate stated capital, capital surplus and earned surplus of the Constituent Corporations shall be, respectively, the stated capital, capital surplus and earned surplus of the Surviving Corporation.

11. Effect of Merger. On the Effective Date, the separate existence of Disappearing Corporation shall cease, and Surviving Corporation shall be fully vested in Disappearing Corporation's rights, privileges, immunities, powers, and franchises, and subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth and prescribed under applicable law.

12. Supplemental Action. If at any time after the Effective Date, Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the

appropriate officers of Surviving Corporation or Disappearing Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of Surviving Corporation, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in Surviving Corporation, or to otherwise carry out the provisions of this Plan.


13. Effective Date and Filing. The Effective Date of the merger agreed upon in this Plan of Merger shall be the filing date of the Articles of Merger. The Disappearing Corporation and the Surviving Corporation shall cause their respective President or Vice President to execute and file Articles of Merger and such other documents and instruments and to take such further actions as are required to conform to and comply with the applicable laws of the respective states of the Constituent Corporations.

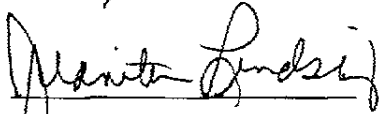
14. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by either one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with applicable law of the respective states of the Constituent Corporations.

IN WITNESS WHEREOF, each Constituent Corporation has caused its corporate name to be signed below by its President, who is duly authorized by their respective Board of Directors and stockholders to execute this agreement.

Executed on the 10<sup>th</sup> day of April, 2003, at Vero Beach, Florida.

Witnesses:

  
\_\_\_\_\_  
Travis B. Walker

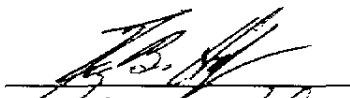
  
\_\_\_\_\_  
JUANITA LINDSE

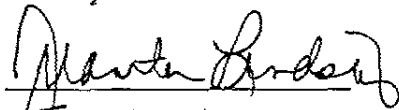
Berggren Properties, Inc.,  
a Florida Corporation

By:   
\_\_\_\_\_  
David J. Berggren, Sr., President

("Surviving Corporation")

Witnesses:

  
\_\_\_\_\_  
Travis B. Walker

  
\_\_\_\_\_  
JUANITA LINDSE

BERGGREN EQUIPMENT COMPANY, INC.,  
a Florida Corporation

By:   
\_\_\_\_\_  
David J. Berggren, Sr., President

STATE OF FLORIDA

COUNTY OF INDIAN RIVER:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David J. Berggren, Sr., personally known to me and well known to me to be the President of BERGGREN EQUIPMENT COMPANY, INC., a Florida Corporation, and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

Witness my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of April, 2003.

*Juanita Lindsey*  
\_\_\_\_\_  
Notary Public of Florida

Commission No.  
Expiration Date:



JUANITA LINDSEY  
MY COMMISSION # DD 123149  
EXPIRES: October 7, 2006  
Bonded Thru Budget Notary Services

STATE OF FLORIDA

COUNTY OF INDIAN RIVER:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David J. Berggren, Sr., personally known to me and well known to me to be the President of Berggren Properties, Inc., a Florida Corporation, and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

Witness my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of April, 2003.

*Juanita Lindsey*  
\_\_\_\_\_  
Notary Public of Florida

Commission No.  
Expiration Date:



JUANITA LINDSEY  
MY COMMISSION # DD 123149  
EXPIRES: October 7, 2006  
Bonded Thru Budget Notary Services

**DESIGNATION AND ACCEPTANCE OF RESIDENT AGENT**  
**BERGGREN PROPERTIES, INC.**  
*(the "surviving corporation")*

The undersigned, on behalf of Gould, Cooksey, Fennell, O'Neill, Marine, Carter & Hafner, P.A., the entity appointed as Resident Agent for the surviving corporation, whose address is 979 Beachland Boulevard, Vero Beach, Florida 32963, hereby accepts the office of Registered Agent of Berggren Properties, Inc., and agrees to accept service of process on behalf of said corporation.

Dated this 10<sup>th</sup> day of April, 2003.

GOULD, COOKSEY, FENNEL, O'NEILL,  
MARINE, CARTER & HAFNER, P.A.

By: \_\_\_\_\_

Troy B. Hafner