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MERGER OR SHARE EXCHANGE
BAC NUBAFA, INC

Certificate of Status	0
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Page Count	045
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5/10/2012

Merger

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BAC NUBAFA, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Maria S. Barnes
Contact Person

Bank of America Corporation
Firm/Company

225 Franklin Street, MA 02110
Address

Boston, MA 02110
City/State and Zip Code

maria.s.barnes@bankofamerica.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Maria S. Barnes
Name of Contact Person

At (617) 346-2218
Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>BACNUBAFA, Inc.</u>	<u>Delaware</u>	<u> </u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>CSF Holdings, Inc.</u>	<u>Florida</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State:

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 10, 2012

The Plan of Merger was adopted by the board of directors of the surviving corporation on and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 10, 2012

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on and shareholder approval was not required.

(Attach additional sheets if necessary)

2012 MAY 16 P 12:23
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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

BAC NUBAFA, Inc.

EPB

Eric R. Billings, President

CSF Holdings, Inc.

Maia Baine

Maria S. Barnes, Secretary

AGREEMENT AND PLAN OF MERGER**MERGING****CSF HOLDINGS, INC.****INTO****BAC NUBAFA, INC.**

THIS AGREEMENT AND PLAN OF MERGER dated May 10, 2012, made by and between BAC NUBAFA, INC. and CSF HOLDINGS, INC., said two business entities being hereinafter sometimes referred to as Survivor and Absorbed, respectively, or, together as the Constituent Companies, WITNESSETH THAT:

WHEREAS, Survivor is a corporation organized and existing under the laws of the State of Delaware with its principal office in the State of North Carolina being located at 100 North Tryon Street, Charlotte, NC 28255; and

WHEREAS, Absorbed is a corporation and existing under the laws of the State of Florida with its principal office in the State of Florida being located at 400 N. Ashley Drive, Tampa, FL 33602; and

WHEREAS, the sole Director of Survivor and the sole Director of Absorbed have determined that it is advisable that Absorbed be merged into Survivor, on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the laws of the State of Delaware and the State of Florida, which laws permit such merger;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that Absorbed be merged into Survivor, and that the terms and conditions of such merger, the mode of carrying the same into effect, and the manner and basis of disposing of the shares of Absorbed shall be as follows:

Section 1. Absorbed and Survivor shall be merged into a single corporation, in accordance with the applicable provisions and laws of the State of Delaware and the State of Florida, by Absorbed merging into Survivor, which shall be the surviving corporation. The separate existence of Absorbed shall cease and the existence of Survivor shall continue unaffected and unimpaired by the merger with all rights, privileges, immunities and powers, and subject to all duties and liabilities of a corporation organized under the Delaware General Corporation Law.

Section 2.

- a. The Certificate of Incorporation of Survivor shall continue to be its Certificate of Incorporation following the effective date of the merger, until the same shall be altered or amended.
- b. The Bylaws of Survivor shall be and remain the Bylaws of Survivor until altered, amended or repealed.
- c. The Sole Director and Officers of the Survivor in office on the effective date of the merger shall continue in office and shall constitute the Sole Director and Officers of Survivor for the term elected until their respective successors shall be elected or appointed and qualified.

Section 3. On the effective date of the merger:

- a. Survivor shall possess all the rights, privileges, immunities, powers and franchises as well of a public as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Companies; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the goodwill of the business in connection with which said patents and marks are used, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Companies shall be deemed to be transferred to and vested in Survivor without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger.
- b. Survivor shall be responsible and liable for all the liabilities and obligations of each of the Constituent Companies; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the merger had not taken place, or Survivor may be substituted in its place and neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the merger. Survivor shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of Absorbed.
- c. The aggregate amount of the net assets of the Constituent Companies which is available for payments of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by issuance of shares of stock or otherwise, shall continue to be available for payment of dividends.

Section 4. The manner and basis of converting the outstanding ownership interests and/or shares of the capital stock of the Constituent Companies is as follows:

- a. Each transferable share of Absorbed issued and outstanding at the effective date of the merger shall be cancelled and no consideration shall be issued or paid with respect thereto.
- b. The capital stocks of Survivor that are issued and outstanding immediately prior to the effective time of the merger shall remain issued and outstanding and shall be unaffected by the merger.

Section 5. Survivor shall pay all expenses of accomplishing the merger.

Section 6. If at any time Survivor shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in Survivor the title to any property or rights of Absorbed, or to otherwise carry out the provisions hereof, the Directors of Absorbed as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights of Survivor.

Section 7. The Agreement contemplates a tax-free merger of Target with and into Buyer in a reorganization pursuant to Internal Revenue Code Section 368(a)(1)(A). The Parties expect that the Merger will further certain of their business objectives (including, without limitation, streamlining the organizational structure through elimination of entities).

Section 8. Each of the Constituent Companies shall take, or cause to be taken, all actions or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and of the State of Florida, or either of such States, to consummate and make effective the merger, subject, however, to the appropriate vote or consent of the shareholders of each of the

Constituent Companies in accordance with the requirements of the applicable provisions of the laws of the State of Delaware and of the State of Florida.

Section 9. The effective date of the merger shall be the later of the filing of the Certificate of Merger in Delaware or the Articles of Merger in Florida, provided that upon such date, all acts and things shall have been done as shall be required for accomplishing the merger under the applicable provisions of the laws of the State of Delaware and the State of Florida.

Section 10. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by actions of the Sole Director of the Survivor or the Sole Director of Absorbed at any time prior to the effective date specified in Section 9 above of this Agreement and Plan of Merger.

Section 11. Survivor is governed by the laws of the State of Delaware and hereby agrees that it may be served with process in this state in any proceeding for enforcement of any obligation of any constituent corporation or business entity of this state, as well as for enforcement of any obligation of the surviving corporation or business entity arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings.

Survivor irrevocably appoints the Secretary of State as its agent to accept service of process in any such suit or other proceedings. The address to which a copy of any process shall be mailed by the Secretary of State is 555 California Street, CA5-705-08-01, San Francisco, CA 94104.

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original document and which, when taken together, shall constitute one and the same document.

On this 10 day of May 2012.

CSF HOLDINGS, INC.

By: _____
David M. Belk, President

BAC NUBAFA, INC.

By: _____
Eric R. Billings, President

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CSF HOLDINGS, INC.

By: 

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BACNUBAFA, INC.

By: _____

Eric R. Billings, President