

FEB. 21. 2012 10:42AM

**616193**

NO. 8659

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Sanford, Stanley 11/01/07  
Filing Articles of Merger

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

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L. SELLERS

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Fax Number : (850) 617-6380

From:

Account Name : HOLBROOK, AKEL, COLD, STIEFEL & RAY, P.A.  
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\*\*Enter the email address for this business entity to be used for future  
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**MERGER OR SHARE EXCHANGE**

Stanley R. Sanford Enterprises, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	07
Estimated Charge	\$68.75

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TALLAHASSEE, FLORIDA

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Help

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CHAMPION CYCLING		
PROPERTIES, LLC	Florida	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Stanley R. Sanford Enterprises, Inc.	Florida	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

~~November 15, 2011 for tax and accounting purposes only.~~

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

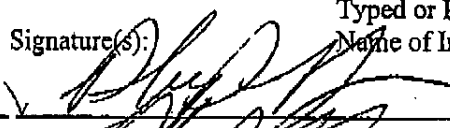


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\_\_\_\_\_  
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Stanley R. Sanford Enterprises, Inc.		← P F
Champion Cycling Properties, LLC		= P F
		← B C

Corporations:

Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

General Partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

**Fees:**

\$35.00 Per Party

**Certified Copy (optional):**

\$8.75



**FOURTH:**

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached

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(Attach additional sheet if necessary)

- B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or securities of the survivor, in whole or in part, into cash or other property is as follows:

None. There are no rights to acquire any interest or otherwise  
of the merged party and, therefore, no rights to acquire  
will be converted into rights to acquire of the survivor.

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(Attach additional sheet if necessary)

**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

Not applicable

(Attach additional sheet if necessary)

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Not applicable

(Attach additional sheet if necessary)

**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

None other

(Attach additional sheet if necessary)

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

None Other

(Attach additional sheet if necessary)



ATTACHMENT TO PLAN OF MERGER  
OF  
CHAMPION CYCLING PROPERTIES, LLC  
INTO  
STANLEY R. SANFORD ENTERPRISES, INC.

**Item Third:** The terms and conditions of the merger are as follows:

On the effective date of the merger, all of the property (tangible and intangible), rights, privileges and franchises, of whatsoever nature and description, of the Merged Limited Liability Company, including without limitation any chosen in action lawsuits, mortgages, promissory notes and security interests, belonging to the Merged Limited Liability Company, shall be transferred to, vested in and shall devolve upon the Surviving Corporation, without further act or deed; and all property rights, privileges and franchises, and every other asset and interest, whether tangible or intangible and real or personal, shall be as effectually the property of the Surviving Corporation as they were of the Merged Limited Liability Company, and the title to all real estate vested in the Merged Limited Liability Company shall not be deemed to revert or to be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation. All debts, liabilities and duties of the Merged Limited Liability Company shall, thereafter, be assumed by and attached to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties have been incurred or contracted by the Surviving Corporation.

**Item Fourth:**

- A. On the effective date of the merger and because the ownership interest of the members in the LLC are in the same percentages as the ownership of shares of stock of each such member in the corporation, all of the ownership interests in the LLC merged LLC outstanding immediately prior to the date of the merger owned by each member of the merged LLC shall be converted into the shares of common stock of each such member with no additional shares of common stock to be issued. Each share of stock of the Surviving Corporation outstanding immediately prior to the merger becoming effective shall remain outstanding immediately after the merger as an identical share of stock of the Surviving Corporation.