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MERGER OR SHARE EXCHANGE CAROUSEL OF ROCKLEDGE, INC.

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**ARTICLES OF MERGER
OF
CAROUSEL PARTNERS, INC.
INTO
CAROUSEL OF ROCKLEDGE, INC.**

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SECRETARY OF STATE
PAULAHASSEE, FLORIDA

ARTICLES OF MERGER between **CAROUSEL PARTNERS, INC.**, a Florida corporation, and **CAROUSEL OF ROCKLEDGE, INC.**, a Florida corporation.

Pursuant to §607.1105 of the Florida Business Corporation Act (the "Act"), Carousel of Rockledge, Inc. and Carousel Partners, Inc., adopt the following Articles of Merger.

ARTICLE I

The Agreement and Plan of Merger dated December 13, 2011, (the "Plan of Merger") between Carousel Partners, Inc. and Carousel of Rockledge, Inc., was approved and adopted by the shareholders of Carousel Partners, Inc., on December 13, 2011, and was approved and adopted by the shareholders of Carousel of Rockledge, Inc., on December 13 2011.

ARTICLE II

Pursuant to the Plan of Merger, all issued and outstanding shares of Carousel Partners, Inc. stock will be acquired by means of a merger of Carousel Partners, Inc. into Carousel of Rockledge, Inc., the surviving corporation (the "Merger").

ARTICLE III

The Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

ARTICLE IV

Pursuant to §607.1105(1)(b) of the Act, the effective date of the Merger shall be December 15, 2011.

IN WITNESS WHEREOF, the parties have set their hands this 13th day of December, 2011.

CAROUSEL OF ROCKLEDGE, INC.

By: John Braxton President
John Braxton, President

CAROUSEL PARTNERS, INC.

By: John Braxton President
John Braxton, President 12-13-11

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EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER
OF
CAROUSEL PARTNERS, INC.
INTO
CAROUSEL OF ROCKLEDGE, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made this 12 day of December, 2011, by and between **CAROUSEL OF ROCKLEDGE, INC.**, a Florida corporation, (the "Surviving Corporation") and **CAROUSEL PARTNERS, INC.**, a Florida corporation, (the "Disappearing Corporation") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Board of Directors of the Disappearing Corporation has determined that it is advisable that the Disappearing Corporation be merged into the Surviving Corporation (the "Merger") upon the terms, and subject to the conditions set forth in this Plan of Merger (the "Plan");

WHEREAS, the Board of Directors of the Surviving Corporation has determined that it is advisable that the Disappearing Corporation be merged into the Surviving Corporation, on the terms and conditions herein set forth; and

WHEREAS, this Merger is being effected pursuant to this Plan and in accordance with Section 607.1101, et seq. of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties hereto agree as follows:

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

2. **Distribution to Shareholders of the Constituent Corporations.** Upon the Effective Date, each share of the Disappearing Corporation's common stock that shall be issued and outstanding at that time shall without more be converted into and exchanged for .645 of a share of the Surviving Corporation in accordance with this Plan. Each share of the Surviving Corporation's stock that is issued and outstanding on the Effective Date shall continue as an outstanding share of the Surviving Corporation's stock.

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3. **Satisfaction of Rights of the Disappearing Corporation Shareholders.** All shares of the Surviving Corporation's stock into which shares of the Disappearing Corporation's stock shall have been converted and become exchangeable for pursuant to this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. **Fractional Shares.** Fractional shares of the Surviving Corporation's stock may be issued.

5. **Effect of Merger.** On the Effective Date, the separate existence of the Disappearing Corporation shall cease, and the Surviving Corporation shall be fully vested in the Disappearing Corporation's rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

6. **Supplemental Action.** If at any time after the Effective Date the 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 the Surviving Corporation or the Disappearing Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the 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 the Surviving Corporation, or to otherwise carry out the provisions of this Plan.

7. **Filing with the Florida Department of State and Effective Date.** Upon execution of this Plan, the Disappearing Corporation and the Surviving Corporation shall cause their respective Presidents to execute Articles of Merger in the form attached hereto and upon such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Corporation to the Florida Department of State. In accordance with §607.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be December 15, 2011.

8. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by 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 §607.1103 of the Act.

9. **Termination.** At any time before the Effective Date this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of the Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.

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IN WITNESS WHEREOF, the parties have set their hands this 13th day of December, 2011.

CAROUSEL OF ROCKLEDGE, INC.

By: John Braxton President 12-13-11
John Braxton, President

CAROUSEL PARTNERS, INC.

By: John Braxton President
John Braxton, President

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