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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

GOLDEN GATE PARTNERS, LLC

Certificate of Status	0
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JUL 25 2008

Certificate of Merger of Dragon AL, LLC,
a Florida limited liability company,
into Golden Gate Partners, LLC,
a Florida limited liability company

Pursuant to Section 608.4382 of the Florida Statutes (the "Act"), Dragon AL, LLC, a Florida limited liability company, and Golden Gate Partners, LLC, a Florida limited liability company, adopt this certificate of merger (this "Certificate") and state as follows:

1. Parties to Merger. The parties to the merger are Dragon AL, LLC, a Florida limited liability company ("Dragon") and Golden Gate Partners, LLC, a Florida limited liability company ("Golden Gate"). Dragon was formed under the laws of the State of Florida on August 2, 2004 (Doc. No. L04000056972). Golden Gate was formed under the laws of the State of Florida on May 18, 2001 (Doc. No. L01000008200).
2. Agreement and Plan of Merger. An Agreement and Plan of Merger dated July 18, 2008 (the "Agreement"), a copy of which is attached hereto as Exhibit "A", has been approved and executed by both Dragon and Golden Gate.
3. Name and Address of Surviving Entity. Dragon will merge with and into Golden Gate, and Golden Gate will survive the merger. Accordingly, the name of the surviving entity of the merger is Golden Gate Partners, LLC, a Florida limited liability company. The principal executive office is 115 Penn Warren Drive, Suite 300, PMB 385, Brentwood, Tennessee 37027.
4. Effective Time and Date of Merger. For the purposes of the Act, the merger shall be effective upon the filing of this Certificate.

IN WITNESS WHEREOF, this Certificate is executed as of the 18th day of July, 2008.

Dragon AL, LLC, a Florida limited
liability company

By: _____

John W. Coleman, Manager

Golden Gate Partners, LLC, a Florida limited
liability company

By: _____

John W. Coleman, Manager

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DIVISION OF CORPORATIONS

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of the 18th day of July, 2008, by and between Golden Gate Partners, LLC a Florida limited liability company (the "Company"), and Dragon AL, LLC, a Florida limited liability company (the "LLC").

RECITALS

A. The Company and the LLC desire for the LLC to merge with and into the Company pursuant to the terms and provisions of this Agreement (the "Merger").

B. The members of the Company (collectively, the "Members") and the members of the LLC (collectively, the "LLC Members") have approved the Merger, unanimously, by actions of the Members and LLC Members taken as of July 17, 2008.

NOW THEREFORE, for and in consideration of the foregoing Recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the LLC agree as follows:

1. Merger. The LLC shall be merged with and into the Company in accordance with the laws of the State of Florida. The Company shall survive the Merger.

2. Effective Time of Merger. The Merger shall be effective when a Certificate of Merger reflecting this Agreement is filed with the Florida Secretary of State (the "Effective Time").

3. General Effect of Merger. The following shall occur at the Effective Time:

A. The separate existence and organization of the LLC shall cease;

B. All property, real, personal and mixed, owned by the Company and the LLC, respectively, shall vest in the Company;

C. All debts, liabilities, obligations and duties of the Company and the LLC, respectively, shall become the debts, liabilities, obligations and duties of the Company, and all liens upon any property of either the Company or the LLC shall be preserved unimpaired and may be enforced against the Company to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by the Company;

D. An action or proceeding pending, if any, against either the Company or the LLC may be continued as if the Merger had not occurred, or the Company may be substituted as a party to the action or proceeding; and

E. Unless otherwise required by applicable law, the LLC shall not be required to wind up its affairs or to pay its liabilities and distribute its assets.

4. Effect of Merger for Tax Purposes. The Merger is intended to qualify as a partnership-to-partnership conversion, such that the LLC will be treated as continuing under §708(a) of the Internal Revenue Code of 1986, as amended (the "Code"). In amplification of the foregoing, it is acknowledged that (i) the Company will continue the business, financial operations and venture of the LLC, (ii) the



entity and persons who are LLC Members are the same as those who are Members, and (iii) the Members own the same interests in the Company that they, as LLC Members, own in the LLC.

5. Effect of Merger on Members and LLC Members. At the Effective Time, the membership interests of the LLC Members in the LLC shall be terminated, and the membership interests of the Members in the Company shall remain as set forth in the Operating Agreement of the Company. The foregoing notwithstanding and in view of the fact that the Merger is intended to qualify as a partnership-to-partnership conversion, such that the LLC will be treated as continuing under §708(a) of the Code, the respective capital accounts of the LLC Members in the LLC shall be merged with and carried over into their respective capital accounts as Members in the Company. Furthermore, at the Effective Time, the capital contributions that have been made by the LLC Members to the LLC prior to the Effective Time shall be deemed to have been made by the LLC Members, as Members, to the Company.

6. Authorized Ventures. The LLC Members, or any one of them, are hereby authorized to do or to authorize any and all acts and things as provided for in this Agreement and to do or to authorize such further acts and things as any of them may deem to be necessary or appropriate to carry out the purposes of this Agreement including, without limitation, the execution and filing of a certificate of merger, together with all such other certificates, documents, information returns and other papers that may be necessary or appropriate to effectuate the Merger in accordance with applicable law.

7. Counterpart Execution. This Agreement may be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise) each of which, when so executed, shall be deemed an original, but all of such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the Company and the LLC effective as of the date first above written.

DRAGON AL, LLC, a Florida
limited liability company

By: John W. Coleman
John W. Coleman, Manager

GOLDEN GATE PARTNERS, LLC,
a Florida limited
liability company

By: John W. Coleman
John W. Coleman, Manager