

LO1000008761

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

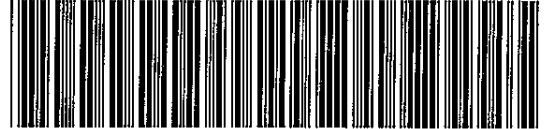
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500063849735

FILED

2006 JAN 24 PM 4:23

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

06 JAN 24 PM 1:05

CIVIL DIVISION



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 828425 4381080
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 90

FILED
2006 JAN 24 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : January 24, 2006
ORDER TIME : 10:37 AM
ORDER NO. : 828425-015
CUSTOMER NO: 4381080

ARTICLES OF MERGER

OLD ALABAMA, LLC

INTO

OLD ALABAMA, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XXX PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 25, 2006

HARRY DAVIS
CSC
TALLAHASSEE, FL

SUBJECT: OLD ALABAMA, LLC
Ref. Number: L01000008761

FILED
2006 JAN 24 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
RESUBMIT
Please give original
submission date as file date.

We have received your document for OLD ALABAMA, LLC and the authorization to debit your account in the amount of \$50.00. However, the document has not been filed and is being returned for the following:

In addition to the Articles of Merger, you must submit a PLAN OF MERGER. Perhaps, one has already been prepared. If not, you may use the attached form.

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) 245-6914.

Buck Kohr
Document Specialist

Letter Number: 606A00005283

RECEIVED
06 JAN 26 AM 10:43
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2006 JAN 24 PM 4:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
of

Old Alabama, LLC,
a Florida limited liability company

into and with

Old Alabama, LLC,
a Delaware limited liability company

The following articles of merger are being submitted in accordance with sections(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Old Alabama, LLC 2101 West Commercial Boulevard Suite 2800 Ft. Lauderdale, FL 33309 Florida Document/Registration Number:	Florida L01000008761	LLC FEI Number: 051-26-7052
2. Old Alabama, LLC 1730 East Commercial Blvd. Fort Lauderdale, FL 33309	Delaware	LLC FEI Number: <u>051-26-7052</u>

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Old Alabama, LLC 1730 East Commercial Blvd. Fort Lauderdale, FL 33309 FEI Number: <u>051-26-7052</u>	Delaware	LLC

THIRD: The attached Agreement and Plan of Merger meets the requirements of sections(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Agreement and Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or other formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any

dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under sections(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partnership of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

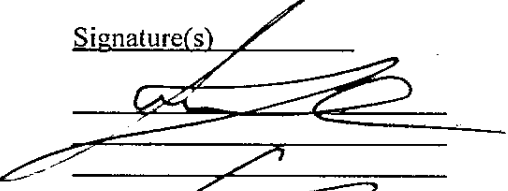
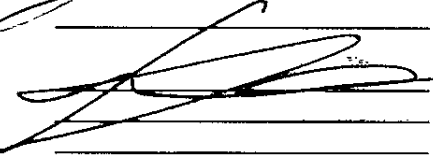
EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of 5:00 p.m. on January 24th, 2006. _

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Type or Printed Name of Individual</u>
Old Alabama, LLC a Florida limited liability company		<u>Kenneth L. Shimm</u>
Old Alabama, LLC a Delaware limited liability company		<u>Kenneth L. Shimm</u>

AGREEMENT AND PLAN OF MERGER

of

Old Alabama, LLC,
a Florida limited liability company

into and with

Old Alabama, LLC,
a Delaware limited liability company

The following Agreement and Plan of Merger, which was adopted and approved by each party to the merger in accordance with sections(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Old Alabama, LLC, a Florida limited liability company (the "Florida LLC")	Florida
Old Alabama, LLC, a Delaware limited liability company (the "Delaware LLC")	Delaware

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Old Alabama, LLC, a Delaware limited liability company (the "Delaware LLC")	Delaware

THIRD: The terms and conditions of the merger are as follows:

As of 5:00p.m. on January 24, 2006, the effective date hereof, the Florida LLC shall merge with and into the Delaware LLC, and the Delaware LLC shall be the surviving limited liability company.

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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

On the effective date, all outstanding membership interests of the Florida LLC shall be canceled.

As the Florida LLC and the Delaware LLC are both owned by the same single member, and as the net value of the assets of the Florida LLC shall proportionally increase the net assets of the Delaware LLC and thereby increase the net value of the single member's membership interest in the Delaware LLC, the outstanding units of the membership interests of the Florida LLC shall not be converted into the membership interests of the Delaware LLC.

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

As the Florida LLC and the Delaware LLC are both owned by the same single member, and as the net value of the assets of the Florida LLC shall proportionally increase the net assets of the Delaware LLC and thereby increase the net value of the single member's membership interest in the Delaware LLC, any rights to acquire any membership interests of the Florida LLC shall not be converted into rights to acquire the membership interests of the Delaware LLC.

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

N/A

SIXTH: If a limited liability company is the surviving entity, the name and address of the manager or managing member is as follows:

- (a) Kenneth L. Shimm
1730 East Commercial Blvd.
Fort Lauderdale, FL 33309

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

1. In accordance with the laws of Delaware, the executed Agreement and Plan of Merger is on file at 1730 East Commercial Blvd., Fort Lauderdale, FL 33309, the principal place of business of the Delaware, LLC.

2. In accordance with the laws of Delaware, a copy of the Agreement and Plan of Merger will be furnished by the surviving Limited Liability Company on request, without cost, to any member of the Florida LLC or any person holding an interest in any other business entity which is to merge or consolidate.

EIGHTH: Other provisions, if any, relating to the merger:

The Limited Liability Company Agreement of the Delaware LLC as it shall exist on the effective date of this Agreement and Plan of Merger shall be and remain the Limited Liability Company Agreement of the surviving limited liability company until the same shall be altered, amended, or repealed as therein provided.

The Managers of the Delaware LLC shall continue serving as Managers until their successors shall have been appointed and qualified, unless sooner removed or replaced pursuant to the provisions of the Limited Liability Company Agreement.

Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Florida LLC shall be transferred to, vested in and devolve upon the Delaware LLC without further act or deed, and all property, rights, and every other interest of the Florida LLC shall be as effectively the property of the Delaware LLC as they were of the Florida LLC. The Florida LLC hereby agrees from time to time, as and when requested by the Delaware LLC or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take or cause to be taken such further or other action as the Delaware LLC may deem necessary or desirable in order to vest in and confirm to the Delaware LLC title to and possession of any property of the Florida LLC acquired or to be acquired by reason of or as a result of the merger herein described and otherwise to carry out the intent and purposes hereof, and the proper members of the Florida LLC and the proper members and managers of the Delaware LLC are fully authorized in the name of their respective corporations or otherwise to take any and all such action herein described.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by properly adopted corporate resolutions, have caused this Agreement and Plan of Merger to be executed and delivered on their behalf by their duly authorized representatives, as of January ____, 2006.

OLD ALABAMA, LLC
a Florida limited liability company

By: _____

Kenneth L. Shimm
Sole Member

OLD ALABAMA, LLC
a Delaware limited liability company

By: _____

Kenneth L. Shimm
Manager