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Division of Corporations

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**Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6380

From: **GAIL S ANDRE**

Account Name : LOWMEES, BROSDICK, DOSTER, KANTOR & REED, P.A.
Account Number : 072720000036
Phone : (407) 843-4600
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**PLEASE ARRANGE FOR FILING AND RETURN A CERTIFICATION TO ME AS SOON AS POSSIBLE.
THANK YOU.**

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**MERGER OR SHARE EXCHANGE
INFANT SWIMMING RESOURCE, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	02
Estimated Charge	\$58.75

\$80.00

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EXAMINER

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**CERTIFICATE OF MERGER
OF****INSTRUCTOR DEVELOPMENT, LLC, a Florida limited liability company
WITH AND INTO
INFANT SWIMMING RESOURCE, LLC, a Florida limited liability company**

This Certificate of Merger is submitted, in accordance with Section 608.4382 of the Florida Limited Liability Company Act (the "Act"), with respect to the merger of Instructor Development, LLC, a Florida limited liability company ("ID"), with and into Infant Swimming Resource, LLC, a Florida limited liability company ("ISR"). ISR is hereinafter sometimes referred to as the "Surviving Entity" and the merger that is the subject of this Certificate of Merger is hereinafter referred to as the "Merger".

1. The plan of merger for the Merger is attached hereto as **Exhibit "A"** (the "Plan of Merger").

2. The Plan of Merger was approved by each limited liability company that is a party to the Merger in accordance with the applicable provisions of the Act.

3. The effective date of the Merger is the date of the filing of this Certificate of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned parties to the Merger have caused this Certificate of Merger to be signed by their respective duly authorized representatives as of the 27 day of March, 2012.

**INSTRUCTOR DEVELOPMENT, LLC, a
Florida limited liability company**

By: [Signature]
Name: JOANN BARNETT
Title: PRESIDENT

**INFANT SWIMMING RESOURCE, LLC, a
Florida limited liability company**

By: [Signature]
Name: JOANN BARNETT
Title: PRESIDENT

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Exhibit "A"

**PLAN OF MERGER
OF
INSTRUCTOR DEVELOPMENT, LLC, a Florida limited liability company
WITH AND INTO
INFANT SWIMMING RESOURCE, LLC, a Florida limited liability company**

(1) Upon the filing of a Certificate of Merger (the "Certificate of Merger") with the Florida Department of State, Instructor Development, LLC, a Florida limited liability company ("ID"), shall be merged with and into Infant Swimming Resource, LLC, a Florida limited liability company ("ISR"). ISR is hereinafter sometimes referred to as the "Surviving Entity," and the merger that is the subject of this Plan of Merger is hereinafter referred to as the "Merger."

(2) The terms and conditions of the Merger are as follows:

(a) The Surviving Entity shall continue in existence and shall possess all of the rights, privileges, licenses, immunities and franchises, of a public as well as a private nature, of each of the parties to the Merger, and all property, real, personal or mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each party shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in either party shall not revert or be in any way impaired by reason of such Merger; and the Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of each party, and any claim existing or action or proceeding by or against either party may be prosecuted as if such Merger had not taken place, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either party shall be impaired by the Merger.

(b) The Articles of Organization of ISR, as in effect at the Effective Time (as such term is defined below), shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided by law.

(c) The Operating Agreement of ISR, as amended and restated as of the Effective Time, shall be the Operating Agreement of the Surviving Entity until thereafter amended as provided by law.

(3) The Merger shall become effective upon the date and time of the filing of a Certificate of Merger with the Florida Department of State (the "Effective Time").

(4) The interests in ID and ISR are represented by Shares. As of the Effective Time, each Share of ID will be converted into one (1) Share of ISR.

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TALLAHASSEE, FLORIDA

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