

L03000051425

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

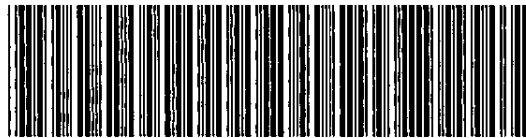
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800242223508

12/19/12--01017--005 **50.00

FILED

2012 DEC 19 PM 4:37

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Effective date
12-31-12

Merger

DEC 27 2012

T. LEWIS

ROBERT P. SALTSMAN, P. A.

Attorney at Law

222 SOUTH PENNSYLVANIA AVENUE, SUITE 200
WINTER PARK, FLORIDA 32789
TELEPHONE: (407) 647-2899
TELEFAX: (407) 628-2307

POST OFFICE BOX 2146
WINTER PARK, FLORIDA 32790
WRITER'S E-MAIL ADDRESS:

aimee@saltsmanpa.com

December 18, 2012

Via Federal Express

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

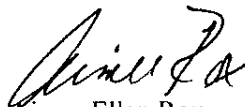
Re: **Merger of Park Jam, LLC into Peregrine Management & Investment, LLC**

Dear Sir/Madam:

Enclosed are the cover letter, Agreement and Plan of Merger and Articles of Merger along with check number 1359 in the amount of \$50.00 for the filing of same.

If you need anything further from us, please feel free to contact me. Thank you for your assistance.

Sincerely,



Aimee Ellen Rox
Legal Assistant

:aer
Enclosures

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: PEREGRINE MANAGEMENT & INVESTMENT, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

ROBERT P. SALTSMAN

Contact Person

ROBERT P. SALTSMAN, P.A.

Firm/Company

222 S. PENNSYLVANIA AVE., STE. 200

Address

WINTER PARK, FL 32789

City, State and Zip Code

AIMEE@SALTSMANPA.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ROBERT P. SALTSMAN at (407) 647-2899

Name of Contact Person

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED

2012 DEC 19 PM 4:37

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
PARK JAM, LLC WITH AND INTO
PEREGRINE MANAGEMENT & INVESTMENT, LLC**

The following **ARTICLES OF MERGER** by and between **PARK JAM, LLC** a Florida limited liability company, and **PEREGRINE MANAGEMENT & INVESTMENT, LLC**, a Florida limited liability company, are being submitted in accordance with Section 608.4382, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type of the entity being merged is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Park Jam, LLC	Florida	limited liability company
1031 W. Morse Blvd., Ste. 230 Winter Park, FL 32789 Florida Document No: L06000014190	FEI: 20-4357131	

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Peregrine Management & Investment, LLC	Florida	limited liability company
1031 W. Morse Blvd., Ste. 230 Winter Park, FL 32789 Florida Document No: L03000051425	FEI: 20-0572365	

THIRD: The Agreement and Plan of Merger dated December 20, 2012 ("Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, meets the requirements of Section 608.438, Florida Statutes.

FOURTH: The Plan of Merger was unanimously approved and adopted by the members of Park Jam, LLC, the merging limited liability company, on December 20, 2012 by Written Consent to Action of Members.

FIFTH: The Plan of Merger was unanimously approved and adopted by the members of Peregrine Management & Investment, LLC, the surviving limited liability company, on December 20, 2012, by Written Consent to Action of Members.

SIXTH: The merger is permitted under the laws of the State of Florida and is not prohibited by any agreement of any party to the merger.

SEVENTH: Pursuant to and in compliance with s. 608.4382(f) of the Act, the date and time of the effectiveness of the merger shall be on December 31, 2012.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an authorized person this 20th day of December, 2012.

PARK JAM, LLC, a Florida limited liability
company

By: James T. Barnes, Jr.
James T. Barnes, Jr., Manager

**PEREGRINE MANAGEMENT & INVESTMENT,
LLC,** a Florida limited liability company

By its Managing Member:

JAMES T. BARNES, JR. TRUST U/A/D 6/16/87,
James T. Barnes, Jr., Trustee as Manager

By: James T. Barnes, Jr.
James T. Barnes, Jr., Trustee

**AGREEMENT AND PLAN OF MERGER OF
PARK JAM, LLC
INTO
PEREGRINE MANAGEMENT & INVESTMENT, LLC**

THIS AGREEMENT AND PLAN OF MERGER, dated this 20th day of December, 2012, made by and among **PARK JAM, LLC**, a Florida limited liability company ("LLC II") and **PEREGRINE MANAGEMENT & INVESTMENT, LLC**, a Florida limited liability company ("LLC I").

WITNESSETH:

WHEREAS, LLC II desires to merge with and into LLC I, with LLC I being the surviving entity (the "Merger"), upon the terms, and subject to the conditions herein, set forth in this Plan of Merger (the "Plan") and in accordance with Section 608.438 of the Florida Business Limited Liability Company Act (the "Act"); and

WHEREAS, the Manager of LLC I has determined that it is advisable that LLC II be merged into LLC I, on the terms and conditions set forth, in this Plan of Merger, and in accordance with Section 608.438 of the Act.

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

ARTICLE I

EFFECTIVE DATE; MERGER; ADOPTION AND APPROVAL

1. The term "Effective Date" shall mean the date of December 31, 2012.
2. On the Effective Date, LLC II shall be merged with and into LLC I. The separate existence of LLC II shall cease at the Effective Date and the existence of LLC I shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of limited liability companies organized under the law of the State of Florida.
3. The Plan of Merger has been approved and adopted by the members of LLC II in accordance with the applicable provisions of Section 608.4382 of the Act and consented to by the members on December 20, 2012. The members have waived notice of the merger by their signatures below.
4. The Plan of Merger has been approved and adopted by the Manager of LLC I in accordance with Section 608.4382 of the Act. The members have consented to the merger on December 20, 2012 and waived notice thereof by their signatures below.

ARTICLE II

EFFECTS OF THE MERGER

At and after the merger, LLC I shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the merging LLC II; any and all property, real, personal and mixed, and any and all debts due of the merged LLC II on whatever account, and all other choses in action, and all and every other interest of the merged LLC II shall be taken and transferred to and vested in the surviving LLC I without further act or deed; and the title to any real estate, or any interest therein, vested in the merging LLC II shall not prevent or be in any way impaired by reason of the merger, all as more particularly set forth in and pursuant to Section 608.4383 of the Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting units of LLC II's membership certificate into units of LLC I membership units shall be as follows:

Membership units of LLC I shall be issued in to the members of LLC II on a pro rata basis held of record without any action of the holder thereof. Each membership certificate representing units of said merged LLC II shall be canceled of record and exchanged for 100 membership unit certificates representing issued membership units of the surviving LLC I.

As soon as possible after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the members of LLC II.

ARTICLE IV

DISSENTERS' RIGHTS

Members of LLC II who would be entitled to vote on the Merger and who wish to dissent thereto, are entitled, if the member complies with the provisions of the Act regarding the rights of dissenting members, to be paid the fair value of such member's units.

ARTICLE V

ASSIGNMENT

If at any time LLC I shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in LLC I the title to any property or rights of LLC II, or to otherwise carry out the provisions hereof, the Manager of LLC II as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or conform title to such property or rights in LLC I, and the Manager of LLC I are fully authorized in the name and on behalf of LLC II or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE VI

EXPENSES

LLC I shall pay all expenses of accomplishing the Merger.

ARTICLE VII

ARTICLES OF ORGANIZATION

The Articles of Organization of LLC I, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the Articles of Organization of LLC I surviving this merger without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Manager of LLC I surviving this merger shall be the same upon the Merger as he is for said limited liability company immediately prior thereto. The Operating Agreement of the surviving LLC I as in effect at the time of Merger, shall continue to be the Operating Agreement of LLC I, as the surviving limited liability company, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

ARTICLE VIII

MANAGEMENT

Management of LLC I is vested in its Manager and the name and address of the Manager are as set forth below.

James T. Barnes, Jr. Trust U/A/D 6/16/1987
1031 W. Morse Blvd., Suite 230
Winter Park, FL 32789

ARTICLE IX

AMENDMENT

At any time before the filing with the Florida Department of State of Florida of the Articles of Merger to be filed in connection herewith, the Manager of LLC I may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE X

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Manager of LLC I, this Plan may be terminated at any time before the Effective Date by resolution of the Manager of LLC I. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of LLC I or LLC II, or their directors, officers, employees, agents, or members.

IN WITNESS WHEREOF, the parties have set their hands this 20th day of December, 2012.

"LLC I"

PEREGRINE MANAGEMENT & INVESTMENT, LLC, a Florida limited liability company

By its Managing Member:

JAMES T. BARNES, JR. TRUST U/A/D 6/16/87,
James T. Barnes, Jr., Trustee as Manager

By: James T. Barnes, Jr.
James T. Barnes, Jr., Trustee

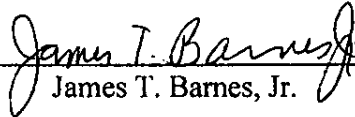
"LLC II"

PARK JAM, LLC, a Florida limited liability company

By: James T. Barnes, Jr.
James T. Barnes, Jr., Manager

CONSENT AND WAIVER OF NOTICE OF MEMBERS

The undersigned members of LLC II hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.


James T. Barnes, Jr.


CONSENT AND WAIVER OF NOTICE OF MEMBERS

The undersigned members of LLC I hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

**PEREGRINE MANAGEMENT & INVESTMENT,
LLC, a Florida limited liability company**

By its Managing Member:

JAMES T. BARNES, JR. TRUST U/A/D 6/16/87,
James T. Barnes, Jr., Trustee as Manager

By: 
James T. Barnes, Jr., Trustee