

L0400000 78677

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

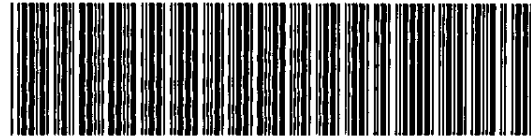
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100213153111

10/13/11--01027--020 **50.00

FILED

2011 OCT 13 AM 11:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. HAMPTON

OCT 14 2011

EXAMINER

Bennardo & Bennardo
ATTORNEYS AT LAW



FRANK J. BENNARDO*
CRISTOFER A. BENNARDO**

*MEMBER FL AND NY BAR
**MEMBER FL AND PA BAR

October 12, 2011

VIA FEDEX OVERNIGHT DELIVERY

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

Re: Certificate of Merger of 2955 Harley Partners, LLC, a Tennessee limited liability company into **Northpoint 45th, LLC a Florida limited liability company (Surviving Company)**

To Whom It May Concern:

The undersigned represents Northpoint 45th, LLC, the surviving company of the above referenced merger.

In accordance with Fla. Stat. §608.4382, enclosed for filing please find the Certificate of Merger and filing fee of \$50.00 made payable to the Florida Department of State. We do not require a certified copy at this time.

Any correspondence concerning this matter should be sent to:

Cristofer A. Bennardo
Bennardo & Bennardo
1860 NW Boca Raton Blvd.
Boca Raton, Florida 33432
Phone: (561) 368-4988

Very truly yours,

Cristofer A. Bennardo

**CERTIFICATE OF MERGER OF
2955 HARLEY PARTNERS, LLC,
A TENNESSEE LIMITED LIABILITY COMPANY
WITH AND INTO
NORTHPOINT 45TH, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

2955 HARLEY PARTNERS, LLC, a Tennessee limited liability company (hereinafter the "Merging Company") and **NORTHPOINT 45TH, LLC, a Florida limited liability company** (hereinafter the "Surviving Company") hereby submit the following Certificate of Merger in accordance with Fla. Stat. §608.4382 of the Florida Limited Liability Act (hereinafter the "Act"):

**ARTICLE 1
NAME, JURISDICTION AND SURVIVING PARTY**

1.1 The exact name, principal address, jurisdiction and entity type of the Merging Company and the Surviving Company are follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Merging Company:		
2955 Harley Partners, LLC 2000 Richard Jones Rd. Suite 110 Nashville, Tennessee 37215	Tennessee	limited liability company
Surviving Company:		
Northpoint 45 th , LLC 2300 Charlotte Ave. Suite 103 Nashville, Tennessee 37203	Florida L04000078677	limited liability company

FILED
2011 OCT 13 AM 11:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1.2 The surviving company of the merger shall be Northpoint 45th, LLC ("Surviving Company").

**ARTICLE 2
PLAN OF MERGER**

The Plan of Merger dated September 9, 2011 which is attached hereto as Exhibit "A" has been adopted, approved, confirmed and ratified by both the Surviving Company and the Merging Company in accordance with the Act, applicable law of the State of Tennessee and their respective operating agreements.

**ARTICLE 3
CONSENT AND APPROVAL OF PLAN OF MERGER BY THE MANAGERS**

In accordance with the Act, applicable law of the State of Tennessee, and their respective operating agreements, the Merging Company and the Surviving Company's respective Managers have

approved, authorized and ratified this Plan by Unanimous Written Consent and have waived any further notice requirements prior to the filing of this Certificate of Merger.

**ARTICLE 4
CONSENT AND APPROVAL OF PLAN OF MERGER BY THE MEMBERS**

In accordance with the Act, applicable law of the State of Tennessee, and their respective operating Agreements, one hundred percent (100%) of the membership interests of both the Merging Company and the Surviving Company have approved, authorized and ratified the Plan of Merger by Written Consent of the Members in Lieu of a Special Meeting, both dated September 9, 2011 and have waived any further notice requirements prior to the filing of this Certificate of Merger.

**ARTICLE 5
COMPLIANCE WITH APPLICABLE LAW**

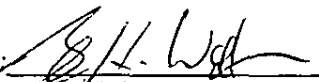
The Merging Company and the Surviving Company have complied with all requirements of the Act and of applicable Tennessee law to adopt, approve, authorize confirm and ratify the Plan of Merger, to authorize the filing of this Certificate of Merger and to otherwise effectuate the merger.

**ARTICLE 6
EFFECTIVE DATE AND TIME OF MERGER**

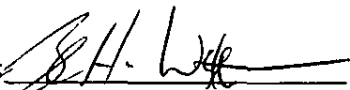
The effective date and time of the merger shall be 12:01 AM, Eastern Standard Time, October 13, 2011.

IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be executed and delivered this 11 day of October, 2011.

NORTHPOINT 45th, LLC

By: 
Ben H. Willingham, III
Manager

2955 HARLEY PARTNERS, LLC

By: 
Ben H. Willingham, III
Manager

FILED
2011 OCT 13 AM 11:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

THIS PLAN OF MERGER (hereinafter the "Plan") by and between **2955 HARLEY PARTNERS, LLC**, a Tennessee limited liability company with a principal address of 2000 Richard Jones Rd., Suite 110, Nashville, Tennessee 37215 (hereinafter the "Merging Company") and **NORTHPOINT 45th, LLC**, a Florida limited liability company with a principal address of 2300 Charlotte Ave, Suite 103, Nashville, Tennessee 37203 (hereinafter the "Surviving Company") is dated this 9th day of September, 2011.

WITNESETH

WHEREAS, the Merging Company is a limited liability company active and in good standing organized under the laws of the State of Tennessee on July 6, 2011 under Control No. 662314; and

WHEREAS, the Surviving Company is a limited liability company active and in good standing organized under the laws of the State of Florida on October 25, 2004 under Document No. L04000078677; and

WHEREAS, the Merging Company intends to merge into the Surviving Company in accordance with Fla. Stat. §608.438, et. seq. (hereinafter the "Act") and the terms and conditions of this Plan; and

WHEREAS, in accordance with the provisions of the Act, applicable law of the State of Tennessee, and of their respective Operating Agreements, the members and the managers of the Merging Company and the Surviving Company have consented to this Plan;

NOW THEREFORE, in exchange of the mutual promises and conditions as set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSENT AND APPROVAL OF PLAN

1.1 Manager Approval. In accordance with the Act, applicable law of the State of Tennessee, and their respective operating agreements, the Merging Company and the Surviving Company's respective Managers have approved, authorized and ratified this Plan by Unanimous Written Consent of the Manager in Lieu of a Special Meeting dated July 25, 2011.

1.2 Member Approval. In accordance with the Act, applicable law of the State of Tennessee, and their respective operating Agreements, one hundred percent (100%) of the membership interests of both the Merging Company and the Surviving Company have approved, authorized and ratified this Plan by Written Consent of the Members in Lieu of a Special Meeting, both dated September 9, 2011.

ARTICLE 2 MERGER OF ENTITIES

2.1 Merger; Survival. Effective upon the filing of the Certificate of Merger which shall be filed no earlier than 30 days and no later than 60 days from the date of the Plan, the Merging Company shall be merged with and into the Surviving Company (hereinafter the "Merger"). The Merging

FILED
2011 SEP 13 AM 11:41
CLERK OF STATE
TALLAHASSEE, FLORIDA

Company shall thereafter terminate and cease existence subject to the laws of the State of Tennessee. The Surviving Company shall continue in existence as the surviving limited liability company of the Merger.

2.2 Existence after Merger. Upon the filing of the Certificate of Merger, the Surviving Company shall continue to exist and shall be affected as provided by the Act. The Merging Company cease to exist and shall be affected as provided by applicable law of the State of Tennessee.

2.3 Governing Documents upon Merger.

2.3.1 Articles of Organization. The Surviving Company's Amended and Restated Articles of Organization dated September 1, 2009 and filed with the Florida Department of State on September 3, 2009 shall continue to serve as the Surviving Company's Articles of Organization.

2.3.2 Operating Agreement. The Surviving Company's Amended and Restated Operating Agreement dated September 4, 2009 shall continue to serve as the Surviving Company's Operating Agreement ("Operating Agreement"). In accordance with the Operating Agreement, the Merger shall have the same effect as the admission of additional members of the Surviving Company in accordance with the terms of this Plan and the members of the Merging Company shall thereafter be considered "Members" of the Surviving Company as defined in the Operating Agreement and in the percentage of membership interests as set forth in this Plan.

2.4. Manager upon Merger. The current Manager of the Surviving Company, to wit, Ben H. Willingham, III, shall remain the Manager of the Surviving Company in accordance with the Operating Agreement.

2.5. Merging Company Jurisdictional Requirements. The Merging Company shall take any and all action as may be required pursuant to the laws of the State of Tennessee to effectuate this Plan and the Merger. The Surviving Company shall cooperate in effectuating any requirements of the State of Tennessee.

ARTICLE 3 MEMBERSHIP INTERESTS AND OTHER SECURITIES UPON MERGER

3.1 Manner and Basis of Conversion of Membership Interests. Upon the Merger, without any further action of either entity, all of the outstanding membership interests of the Merging Company shall be converted into membership interests of the Surviving Company. The Surviving Company's member's membership interest in the Surviving Company shall be reduced from 100% before the Merger to 67% after the Merger. The Merging Company's member's membership interest of the Surviving Company upon Merger shall be 33% of the Surviving Company's membership interests. The members of the Merging Company and of the Surviving Company prior to the Merger, are as set forth on Exhibit "A". The new members of the Surviving Company upon Merger shall be as set forth on Exhibit "B".

3.2 Manner and Basis of Conversion of Other Securities. Upon the Merger, without any further action of either entity, all options, warrants and other securities exercisable or exchangeable or convertible into the Merging Company or Surviving Company's membership interests or other securities shall be cancelled without any conversion thereof or payment or distribution therefor.

FILED
OCT 13 AM 11:41
CLERK OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 4 NOTICE AND FILING

4.1 Notice of Plan. In accordance with Fla. Stat. §608.4381 of the Act, the Manager of the Surviving Company and the Manager of the Merging Company shall provide notice to all of its respective members of the Plan and of the approvals as set forth in Article 1 in the event that the written consent in lieu of a meeting approving the Plan was not unanimous of the members of the Merging Company or Surviving Company.

4.2 Notice under Plan. All notices, requests, demands and other communications between the parties of the Plan shall be in writing to the addresses as set forth above and shall be deemed to have been duly given on the date of service if served personally, or by commercial messenger or courier service or via facsimile (with acknowledgement of complete transmission) on the party to whom notice is to be given.

4.3 Certificate of Merger. No earlier than 30 days or later than 60 days from the date of the Notice as set forth in Section 4.1 above, the Terminating Company and the Surviving Company shall execute and file with the Florida Department of State a Certificate of Merger in accordance with the Act and shall pay all applicable filing fees necessary to effectuate the filing of the Certificate of Merger.

ARTICLE 5 OTHER PROVISIONS

5.1 Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

5.2 Entire Agreement; Modification; Waiver. This Agreement and the exhibits hereto constitute the entire agreement among the parties pertaining to the subject matter contained in it and supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

5.3 Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4 Severability. If any provision of this Plan shall to be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly to retain the intent of the parties. If such modification is not possible, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

5.5 Exhibits. The exhibits to this Plan are a part of this Plan as if set forth in full herein and any references to the Plan herein are understood by the parties to include reference to the exhibits.

5.6 Parties in Interest. Nothing in this Plan, whether express or implied, is intended to confer any rights or remedies under or by reason of this Plan on any persons other than the parties hereto and

FILED
2011 APR 13 AM 11:41
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

their respective successors and permitted assigns, nor is anything in this Plan intended to relieve or discharge the obligation or liability of any third persons to any party to this Plan unless expressly set forth herein, nor shall any provision give any third persons any right of subrogation or action over against any party hereto.

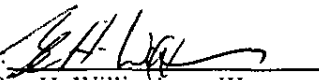
5.7 Binding. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5.8 Further Assurances. Merging Company and Surviving Company agree to take such action and to execute and deliver such documents and instruments as either party may reasonably request in order to effectuate the terms of this Plan, and the parties shall fully cooperate with one other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Plan.

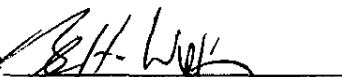
5.9. Law and Jurisdiction. This Plan shall be construed in accordance with, and governed by, the laws of the State of Florida, without giving effect to conflicts of laws principles (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The parties irrevocably consent to and confer personal jurisdiction and venue exclusively on the courts within Palm Beach County of the State of Florida and expressly waive any objections as to venue in any of such courts.

IN WITNESS WHEREOF, the parties to this Plan have duly executed it as of the day and year first above-written.

NORTHPOINT 45th, LLC

By: 
Ben H. Willingham, III
Manager

2955 HARLEY PARTNERS, LLC

By: 
Ben H. Willingham, III
Manager

FILED
2011 OCT 13 AM 11:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA