

L05000003096

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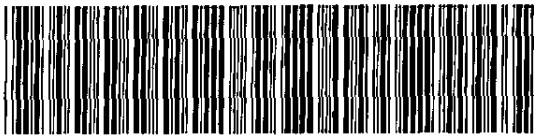
(Business Entity Name)

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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Taap Enterprises, Inc.

Please
file
2nd



Signature

Requested by:

Name

Date

Time

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- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☒ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☒ Cert. Copy
- ☐ Photo Copy
- ☒ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

January 11, 2005

CAPITAL CONNECTION, INC.

SUBJECT: TAAP ENTERPRISES, LLC
Ref. Number: L05000003096

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We have received your document for TAAP ENTERPRISES, LLC and your check(s) totaling \$95.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective day must be specific and cannot be prior to the date of filing.

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) 245-6043.

Joey Bryan
Document Specialist

Letter Number: 105A00002050

RE-SUBMIT
PLEASE OBTAIN THE ORIGINAL
FILE DATE

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05 JAN 13 AM 9:17
FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
TAPP ENTERPRISES, INC.
WITH AND INTO
TAAP ENTERPRISES, LLC**

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TALLAHASSEE, FLORIDA

TAAP ENTERPRISES, LLC, a limited liability company, for the purpose of merging with TAPP ENTERPRISES, INC., a domestic corporation, pursuant to the provisions of §§607.1101 *et seq.* of the Florida Statutes (the "Florida Code"), hereby certifies that:

First: The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- #P02000040711
- (i) TAAP ENTERPRISES, INC., a Florida corporation (the "Merging Entity"), and
- #L05000003096
- (ii) TAAP ENTERPRISES, LLC, a limited liability company (the "Surviving Entity").

Second: The Merging Entity is hereby merged with and into the Surviving Entity and the separate existence of the Merging Entity shall cease. The Surviving Entity is the surviving entity in the merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

Third: The Agreement and Plan of Merger was duly adopted by the Board of Directors and shareholders of the Merging Entity by joint unanimous written consent in lieu of holding a special meeting of even date herewith, pursuant to Sections 607.0821 and 607.0704 of the Florida Statutes.

Fourth: The Agreement and Plan of Merger was duly adopted by the members of the Surviving Entity by written consent of even date herewith, pursuant to Sections 607.0821 and 607.0704 of the Florida Statutes.

Fifth: The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Sixth: The address of the Surviving Entity's principal office under the laws of the State of Florida is: 6885 N.W. 62nd Terrace, Parkland, Florida 33067.

Seventh: The Surviving Entity hereby appoints TONI PETRANGELI as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting

shareholders of the Merging Entity.

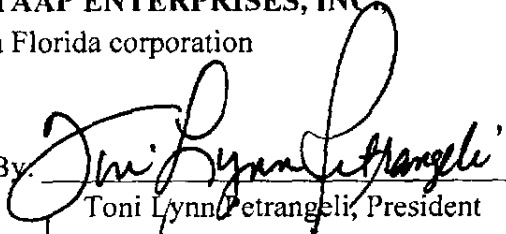
Eighth: The Surviving Entity agrees to promptly pay the dissenting shareholders of the Merging Entity, the amount, if any, to which they are entitled under the Florida Statutes Section 607.1302. There are no dissenting shareholders of the Merging Entity, and there are no dissenting members of the Surviving Entity.

31 IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the day of December, 2004.

Merging Entity:

TAAP ENTERPRISES, INC.
a Florida corporation

By: _____


Toni Lynn Petrangeli, President

[Corporate Seal]

By: _____


Albert Petrangeli, Jr., Vice President

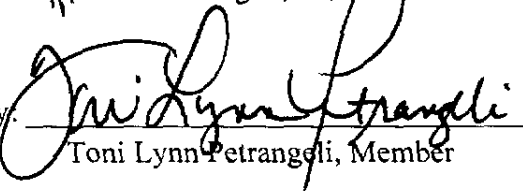
Surviving Entity:

TAAP ENTERPRISES, LLC.,
a Florida limited liability company

By: _____


Albert Petrangeli, Jr., Member

By: _____


Toni Lynn Petrangeli, Member

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of the January 1, 2005, by and among TAAP ENTERPRISES, INC., a Florida corporation ("Merging Corporation"), with its principal offices located at 6885 Northwest 62 Terrace, Parkland, Florida 33067 and TAAP ENTERPRISES, LLC, a Florida limited liability company ("Surviving Entity"), with its principal offices located at 6885 Northwest 62 Terrace, Parkland, Florida 33067 (collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Surviving Entity has been organized for the purpose of continuing the business of the Merging Corporation subsequent to the Merger contemplated hereby and is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the sole shareholders of the Merging Corporation are also the sole members of the Surviving Entity;

WHEREAS, no additional property is actually being issued to the shareholders of the Merging Corporation pursuant to the Merger, as said shareholders will continue to indirectly maintain a 100 percent ownership, split equally between the members, in the Surviving Entity and the Merger is therefore being consummated only in constructive exchange for additional shares of capital stock of the Surviving Entity's members;

WHEREAS, pursuant to the duly authorized action by their respective Board of Directors, Shareholders and Members, as applicable, the Merging Corporation and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable law; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **MERGER.** The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single and Surviving Entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

- (a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

EXHIBIT " A "

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- (b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. **EFFECT OF MERGER.** On the Effective Date, the separate existence of Merging Corporation shall cease, and Surviving Entity shall be fully vested in Merging Corporation's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

4. **CHARTER DOCUMENTS.** As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

- (a) **Articles of Organization.** The Article of Organization of the Surviving Entity shall operate as and continue as the Articles of Organization of the Surviving Entity.
- (b) **Limited Liability Company Operating Agreement.** The Limited Liability Company Operating Agreement of the Surviving Entity shall operate as and continue as the Limited Liability Company Operating Agreement of the Surviving Entity.

5. **MANNER AND BASIS OF CONVERTING SHARES.** At the Effective Time, (i) all of the issued and outstanding shares of capital stock of the Merging Corporation shall be surrendered to the Surviving Entity and canceled, and no membership interests of the Surviving Entity or other property will be issued in exchange therefore, and (ii) all of the outstanding membership interests of the Surviving Entity shall remain outstanding, and the current members of the Surviving Entity shall continue to own the same number of membership interest of the Surviving Entity, and in the same proportions, as they did prior to the Effective Time.

6. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective board of directors, shareholders and members, as applicable, of the Merging Corporation and Surviving Entity. The proper officers, managers or members of the Merging Corporation and Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities all filing documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

7. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective at the time specified in the Articles of Merger. In accordance with §607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date," which shall be as of the date the Articles of Merger are filed with the Florida Department of State. On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Merging Corporation and Surviving Entity shall cause their respective Presidents (or Vice Presidents) and Members to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and

shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Entity to the Florida Secretary of State.

8. **MANAGERS.** The names and address of the Managers of the Surviving Entity are:

Albert Petrangeli, Jr. 6885 Northwest 62 Terrace
Parkland, Florida 33067

Toni Lynn Petrangeli 6885 Northwest 62 Terrace
Parkland, Florida 33067

9. **SUPPLEMENTAL ACTION.** If at any time after the Effective Date Surviving Entity shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate members of the Surviving Entity or officers of the Merging Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Entity, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Entity, or to otherwise carry out the provisions of this Plan.

10. **AMENDMENT AND WAIVER.** Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Entities which is, or the shareholders and/or members of which are, entitled to the benefit thereof by action taken by the respective board of directors, shareholders or members of such party, or may be amended or modified in whole or in part at any time before the vote of the respective board of directors, shareholders or members of the Constituent Entities by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §607.1103 of the Act.

11. **TERMINATION.** At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the board of directors, shareholders or members of both Constituent Entities, notwithstanding favorable action by the board of directors, shareholders or members of the respective Constituent Entities.

12. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of the Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

- (c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements in regard to the matters set forth herein and it may not be amended, changed, or modified except by a writing signed by the party to be charged by said amendment, change or modification.
- (d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, the parties, TAAP ENTERPRISES, INC., a Florida corporation, which is the Merging Corporation, and TAAP ENTERPRISES, LLC, a Florida limited liability company, which is the Surviving Entity, have executed this Agreement as of the date first written above.

CONSTITUENT ENTITIES:

Merging Corporation:

TAAP ENTERPRISES, INC.,
a Florida corporation

By: 

Albert Petrangeli, Jr., Vice President

By: 

Toni Lynn Petrangeli, President

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2005 JAN 11 AM 9:32
CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

Surviving Entity:

TAAP ENTERPRISES, LLC,
a Florida limited liability company

By: 

Albert Petrangeli, Jr., Member

By: 

Toni Lynn Petrangeli, Member