

L05000011879

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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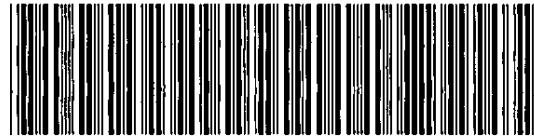
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

EFFECTIVE DATE 3/10/08

B. KOHR

MAR 6 2008

EXAMINER

FILED  
08 MAR -6 PM 1:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

EFFECTIVE DATE 3/10/08

ACCOUNT NO. : 072100000032  
REFERENCE : 473719 4323958  
AUTHORIZATION :  
COST LIMIT : \$ 50

*[Handwritten Signature]*

08 MAR - 6 PM 11:18  
FILED  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

ORDER DATE : March 5, 2008  
ORDER TIME : 9:19 AM  
ORDER NO. : 473719-010  
CUSTOMER NO: 4323958

ARTICLES OF MERGER

LORENSTEIN MANAGEMENT LLC

INTO

AMERICAN BEAUTY EQUIPMENT LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

           CERTIFIED COPY  
XX            PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: \_\_\_\_\_

EFFECTIVE DATE 3/10/08

**FILED**  
08 MAR -6 PM 1:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

L05000011879

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
AMERICAN BEAUTY EQUIPMENT LLC	Illinois	limited liability company
LORENSTEIN MANAGEMENT LLC	Florida	limited liability company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
AMERICAN BEAUTY EQUIPMENT LLC	Illinois	limited liability company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

March 10, 2008

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

830 Fairway Drive, Suite 201

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Bensenville, IL 60106

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**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 830 Fairway Drive, Suite 201

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Bensenville, IL 60106

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Mailing address: 830 Fairway Drive, Suite 201

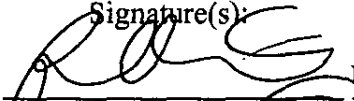
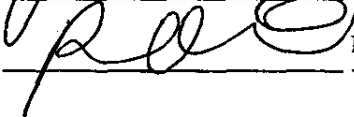
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Bensenville, IL 60106

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
AMERICAN BEAUTY EQUIPMENT LLC		Richard A. Orenstein, Manager
LORENSTEIN MANAGEMENT LLC		Richard A. Orenstein, Manager
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 14th day of February 2008, by and between LORENSTEIN MANAGEMENT LLC, a Florida limited liability company (hereinafter called "Lorenstein"), and AMERICAN BEAUTY EQUIPMENT LLC, an Illinois limited liability company (hereinafter called "American Beauty", or "Surviving Company"), which limited liability companies are hereafter sometimes referred to jointly as the "Constituent Companies."

**RECITALS:**

A. All of the members of Lorenstein and American Beauty have resolved that Lorenstein be merged with and into American Beauty, pursuant to the laws of the States of Florida and Illinois as a single limited liability company existing under the laws of the State of Illinois in a transaction qualifying as a continuation of a partnership within the meaning of Section 708 of the Internal Revenue Code;

B. The membership interests of Lorenstein are held as follows:

Richard A. Orenstein	100%
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C. The membership interests of American Beauty are held as follows:

Richard A. Orenstein	100%
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NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree as follows:

**ARTICLE I**

**MERGER**

In accordance with the provisions of the laws of the States of Florida and Illinois, Lorenstein shall be, at the "Effective Date" (as such term is hereinafter defined), merged

("Merger") into American Beauty, as a single limited liability company existing under the laws of the State of Illinois, with American Beauty being the Surviving Company, and the parties hereto adopt and agree to the agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect as provided herein.

## ARTICLE II

### MEMBERS' MEETINGS; FILINGS; EFFECTS OF MERGER

2.1 Lorenstein Members' Meeting. On or before the Effective Date, the members of Lorenstein shall agree to the Merger, and execute a unanimous written consent of the Merger and of adoption of this Agreement.

2.2 American Beauty Members' Meeting. On or before the Effective Date, all of the members of American Beauty shall agree to the Merger, and execute a unanimous written consent of the Merger and of adoption of this Agreement.

2.3 Filing of Articles of Merger and Certificate of Merger. If (a) this Agreement is adopted by the members of Lorenstein and American Beauty, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the laws of the State of Florida and Articles of Merger shall be filed and recorded in accordance with the laws of the State of Illinois.

2.4 Effective Date. The Merger shall become effective as of 12:01 A.M., Central Time on March 10, 2008, which date is herein referred to as the "Effective Date."

2.6 Certain Effects of Merger. On the Effective Date, the separate existence of Lorenstein shall cease, and Lorenstein shall be merged into American Beauty which, as the

Surviving Company, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Lorenstein; and all the rights, privileges, powers, and franchises of Lorenstein, and all property, real, personal, and mixed, and all debts due to Lorenstein on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of Lorenstein, and the title to any real estate vested by deed or otherwise, under the laws of Florida, Illinois or any other jurisdiction, in Lorenstein, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Lorenstein shall be preserved unimpaired, and all debts, liabilities, and duties of Lorenstein shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last member of Lorenstein or the managers of the Surviving Company, may, in the name of Lorenstein, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of all Lorenstein's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

### **ARTICLE III**

#### **NAME OF SURVIVING COMPANY**

The name of the Surviving Company from and after the Effective Date shall be American Beauty Equipment LLC



**ARTICLE IV**

**ARTICLES OF ORGANIZATION**

The Articles of Organization of American Beauty, as filed in the office of the Illinois Secretary of State and as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by law.

**ARTICLE V**

**OPERATING AGREEMENT**

The Operating Agreement of American Beauty as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Company until changed or amended as provided therein.

**ARTICLE VI**

**STATUS AND CONVERSION OF MEMBERS' INTERESTS**

The manner and basis of converting the membership interests of the Constituent Companies into membership interests of the Surviving Company shall be as follows:

On the effective date, Lorenstein will be merged into American Beauty. The Surviving Company assumes all rights, privileges, assets and liabilities of the non-survivor.

As both limited liability companies party to the merger are owned by the same person, in like proportion, the Membership Units of American Beauty issued on the effective date of the merger shall remain as the issued and outstanding Membership Units of the Surviving Entity following the merger and the Participating Percentages owned by the Members of American Beauty as of the effective date of the merger shall remain as the Participating Percentages of the Surviving Entity following the merger. The members of Lorenstein and American Beauty have

approved this Agreement and Plan of Merger by unanimous written consent.

On the Effective Date of the Merger, after the conversion of the membership interests of Lorenstein to membership interests of American Beauty, the sole member of the Surviving Company shall be Richard A. Orenstein

## **ARTICLE VII**

### **MISCELLANEOUS**

7.1 **Termination.** This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement by the members of Lorenstein or the members of American Beauty, if the members of Lorenstein or of American Beauty duly adopt a resolution abandoning this Agreement of Merger.

7.2 **Counterparts.** This Agreement may be executed in multiple counterparts, but each such counterpart shall be deemed to be an original instrument.