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(City/State/Zip/Phone #)

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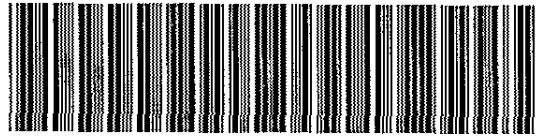
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 472636 4303593
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 50.00

FILED
06 SEP 22 AM 9:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : September 22, 2006
ORDER TIME : 1:06 PM
ORDER NO. : 472636-005
CUSTOMER NO: 4303593

ARTICLES OF MERGER

NATIONS ROOF OF FLORIDA, LLC

INTO

NATIONS ROOF OF FLORIDA, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS: _____

FILED
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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:

Name Jurisdiction Form/Entity Type

Nations Roof of Florida LLC Florida LLC

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

Name Jurisdiction Form/Entity Type

Nations Roof of Florida, LLC Delaware LLC

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:

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:

2711 Centerville Road
Wilmington, Delaware 19808

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 entitled 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:

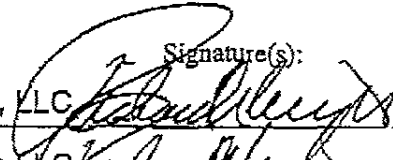
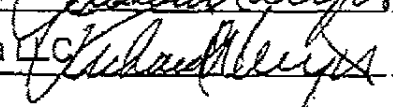
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 2711 Centerville Road
Wilmington, Delaware 19808

Mailing address: 2711 Centerville Road
Wilmington, Delaware 19808

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:
Nations Roof of Florida, LLC		Richard Nugent
Nations Roof of Florida, LLC		Richard Nugent

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<u>Fees:</u> 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

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

THIS AGREEMENT AND PLAN OF MERGER, dated September 22, 2006 (the "Agreement"), is by and between Nations Roof of Florida LLC, a Florida limited liability company (the "Terminating Company") and Nations Roof of Florida, LLC, a Delaware limited liability company (the "Surviving Company" and together with the Terminating Company, the "Constituent Companies").

WITNESSETH:

WHEREAS, the Managers of the respective Constituent Companies and the Members of the Terminating Company have resolved that, pursuant to the laws of the States of Florida and Delaware, the Constituent Companies be merged (the "Merger") into a single limited liability company with the Surviving Company surviving and existing under the laws of the State of Delaware; and

WHEREAS, the Managers of the respective Constituent Companies and the Members of the Terminating Company have approved the Merger upon the terms and conditions hereinafter set forth and have approved this Agreement in all respects.

NOW, THEREFORE, the Constituent Companies, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

FIRST: The terms and conditions of the Merger are as follows:

(a) On the Effective Date (as hereinafter defined) and subject to the terms and conditions set forth herein, the Terminating Company shall be merged with and into the Surviving Company.

(b) On the Effective Date, all the membership interests, property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Terminating Company shall be transferred to, vested in, and devolve upon the Surviving Company, without further act or deed, and all property, rights, and every other interest of the Terminating Company shall be as effectively the property of the Surviving Company as they were of the Terminating Company. The Terminating Company hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of the Terminating Company acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the interests and purposes hereof, and the Manager of the Terminating Company and the Manager of the

Surviving Company are fully authorized in the name of the Terminating Company or otherwise to take any and all such action.

(c) On the Effective Date, all of the membership interests of the Terminating Company will be canceled and exchanged for membership interests of the Surviving Company. The Surviving Company shall receive no consideration in connection with the Merger. The membership interests of the Surviving Company shall be unaffected by the Merger.

(d) The name of the surviving limited liability company shall be **Nations Roof of Florida, LLC**.

(e) The Certificate of Formation of the Surviving Company, as in effect on the Effective Date, shall from and after the Effective Date be, and continue to be, the Certificate of Formation of the surviving limited liability company until changed or amended as provided by law.

(f) The Limited Liability Company Operating Agreement of the Surviving Company, as it shall exist on the Effective Date, shall be and remains the agreement of the surviving limited liability company until the same shall be altered, amended or repealed as therein provided.

(g) The Members and Managers of the Surviving Company, as they shall be in such capacity on the Effective Date, shall from and after the Effective Date be, and continue to be the Members and Managers of the surviving limited liability company until their successors are duly elected and qualified in accordance with the Limited Liability Company Operating Agreement of the Surviving Company.

(h) The title to any real estate vested by deed or otherwise in the Terminating Company shall not revert or be in any way impaired, but all rights of creditors therein and all liens thereon shall be preserved unimpaired;

(i) All debts, liabilities, duties and other obligations of the Terminating Company under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or instruments to which the Terminating Company is a party or by which it is bound shall attach to the Surviving Company and may be enforced against the Surviving Company to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company;

(j) The Surviving Company expressly assumes all debts, liabilities, duties and other obligations of the Terminating Company under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or instruments to which the Terminating Company is a party or by which it is bound; and

(k) Any claim existing or action or proceeding pending by or against the Terminating Company may be prosecuted as if the Merger had not taken place, or the Surviving Company may be proceeded against or substituted in place of the Terminating Company.

(l) Provided this Agreement has not been terminated or abandoned as permitted by the provisions hereof, a Certificate of Merger and/or this Agreement shall be filed and recorded in accordance with the applicable laws of the States of Florida and Delaware. The Merger shall become effective immediately on the later of the date of such filings, such date to be the "Effective Date."

SECOND: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Manager of either the Terminating Company or the Surviving Company at any time prior to the date of filing the Certificate of Merger and/or this Agreement with the Florida Secretary of the State and the Delaware Secretary of State.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the Members and Managers of the Constituent Companies, have caused this Agreement to be executed on this 22 day of September, 2006.

NATIONS ROOF OF FLORIDA LLC

(a Florida limited liability company)

By Nations Roof Service, LLC

Manager

By 

Name: Richard Nugent

Its: Manager

NATIONS ROOF OF FLORIDA, LLC

(a Delaware limited liability company)

By Nations Roof Service, LLC

Manager

By 

Name: Richard Nugent

Its: Manager